Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 1 of 99 PageID #:364

As they did. We then walked in Room 3 found a few more product spills in aisles 3AN, 3LN and 3FA noted them down, towards the end of the tour in room 3 by end of the rack aisle is a drain between aisles LN &KN there the FDA found a couple droppings. During the tour they asked about lizards, Bats and other pest that we may have had here or do have. I said last year we did have Bats outside here and one inside that our pest control took care of. But we have not had any since Kenco has been here. It sounded a little far fetched, that even they thought was.

We then went back to David's office for exit interview I asked Len to join us. We had just started when I was called by Mike that I was needed by OSHA.

The FDA & State said that was fine. So I left them with Len, The OSHA inspector asked me several questions about the building. Asked how long it was and how wide it is. I told him 960 X 528′ He then asked more questions, about Lock out tag out. Changing light bulbs, How our Generator power back up works and about

A power issue we had earlier in the year. I answered him about all the questions he had. I asked him the I needed to get back the other inspectors that were

Waiting for me. He said to stay unless you want fines. I said no Sir and sat down. He asked more about the last power failure. Ask if the place went black. I said

Not to my knowledge as I came out for that issue. I then stated that our IT guy Dustin was here during that time when the power went out and Dustin confirmed that we did not loose all of the lights. He then asked him Questions about that evening and about what he did and how the generator works and our UPS station. Dustin answered his questions then he said he was good on that. He then asked about records from who changed the light bulbs and pest control invoices. I gave him record that Girard Electric had changed a light and ballast here recently and a copy of Orkin & River Valley last Invoice. That he wanted.

He also stated if I did not provide this he would go back to work inspecting the building and possible fines along with. I gave the man the three documents.

And he was happy and asked Dustin that he needed to be walked down with Management and himself. By this time it was close to 2:00PM I checked on The state and FDA. Len said they did not ask any questions and left at about 1:20 or so. We then Walked the OSHA inspector out and then he talked with Dustin.

I asked him what he said, just asked if we pressured him at all.

Issues with OSHA are:

1) He is looking at to see if more exits in room 1 are needed. He said the west wall maybe too far with only two exits. He will let us know.

If that is so, Room three will need to be done also, This would be an easy fix. Use one rail door and the center door in room Three, construct exit doorways

From overhead doors. (He did not look at Room 3 Wall)

- 2) Confined space he wants a copy of our site SOP that we do not do confined spare or policy we may have that we use.
- 3) Signage on Injector pump in room 1 labeling confined space.

He will be mailing that out and from the mailing date he said we have 15 days to act. Mike has his info.

I will be on Vacation next week. Mike and David should be able to take care of these issues. Orkin knows I will be gone and will be seeing Mike or David.

I had them install more traps in all these locations where these droppings were found.

If you have questions you could phone me but I may not be available due to traveling out of state.

Regards,

William Schwerin
Facility Maintenance, Quality Engineer
1125 Sycamore St. • Manteno, IL 60950
Office: 815-468-4462 • Mobile: 815-954-8570



Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 2 of 99 PageID #:365

William.Schwerin@Kencogroup.com





The information contained in this electronic communication and any accompanying document is confidential and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication, or any part of it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return email, and destroy this communication and all copies of it, including all attachments.



P.O. Box 1607 2001 Riverside Drive (37406) Chattanooga, TN 37401

Phone 423-622-1113 Fax 423-643-3325 www.kencogroup.com



April 2, 2013

LEONARD SZPLETT 3421 W. 1500 N. Rd Kankakee, IL 60901

Dear Leonard:

It is a pleasure to confirm our offer of employment to you. You will be employed at our KENCO Mars facility in Manteno, IL as the Office Manager working on the 1st Shift.

Below are the details of the offer:

Your start date is April 21, 2013.

Your starting base salary will be \$2750.00, paid semi-monthly.

You will be eligible for a bonus of up to \$1,000.00 per year, based on performance to defined goals and objectives.

This amount will be prorated for the remainder of 2013.

You are eligible for a transition bonus of \$1300.00, to be paid out in \$433.33 increments following your 30th, 60th and 90th day of employment. If your employment ends within 90 days, the increments that the transition bonus is paid will not be paid in a prorated amount.

For the remainder of 2013, you will have 10 vacation days available to you. Beginning in 2014, you will have 15

vacation days available to you annually.

Kenco will be paying for temporary health coverage during the first 90 days of employment through Starbridge. You will have 30 days to elect the coverage level, but regardless of when you enroll, both the coverage and the premium are retroactive to your start date. Enrollment in Starbridge will take place during your new hire orientation. Your temporary health care coverage will end on your 90th day of employment.

On your 91st day of employment you will be eligible for the following company benefits: medical, prescription drug coverage, dental, vision, short and long-term disability coverage, group life insurance, long term care coverage, employer-matched 401(k) plan. On your start date you will be eligible for vacation and paid holidays.

The offer of employment is contingent upon the completion of a pre-employment drug screen analysis and criminal background check. We reserve the right to withdraw this offer if the drug screen analysis result or the background check is unfavorable. Your employment with Kenco is at-will and either party can terminate the relationship at any time, with or without cause and with or



Leonard, we are excited about you joining us at Kenco. Please indicate your acceptance of this offer by signing at the bottom of the letter. Please retain a copy for your records.

Sincerely,

Paula Hise VP, Operations

Offer Accepted:

XCONOUNCE STEPLE

Director of Recruiting and Development

4-2-13

Date

Case: 1:19-cv-02509 Document #: 1-1 Filed: 04/12/19 Page 5 of 99 PageID #:368



Document Number: CP-HR-1002

Exempt Hiring Procedure

Revision Date: 10/30/14 Revision #: 01 Effective Date: 11/15/14

Approval: Author, Date Mout	TONOVAN 10-30-14
Approval: QC, Date	Approval: Author Group, Date
PURPOSE	Edd Cysts 10-31-14

This document defines Kenco's procedure for posting, recruiting and filling exempt-level positions.

SCOPE

This procedure applies to all Kenco facilities that hire exempt-level employees. This procedure does not apply to the hiring of non-exempt employees.

DEFINITIONS

N/A

PROCEDURE

- 1. Roles and Responsibilities
 - Executive Management perform approval authority duties for job openings and responsible for nominating candidates for Vice President levels and above.
 - b. CFO performs approval authority duties as described in this procedure.
 - c. Kenco Management Services (KMS) Director of Recruiting and Development performs approval authority duties throughout the exempt hiring process and responsible for the overall implementation and enforcement of this policy for the company.
 - d. KMS Human Resources (HR) Recruiting Assistant performs duties outlined in this procedure to assure sites are notified of exempt job openings and that the exempt hiring process is followed through successful placement of a candidate.
 - e. KMS Human Resources Employee Relations (ER) Administrative Assistant enters all exempt level background investigations into the company approved vendor's system.
 - EmployBridge Search (EBS) Recruiter provides third party recruiting services.
 - g. Hiring Manager person responsible for hiring at the site and responsible for following the exempt hiring process outlined in this procedure.
 - h. Site Human Resources (HR) Administrator responsible for posting all internal openings at the site, scheduling interviews when necessary, and arranging pre-employment drug screens. In Canada, no drug screens will be performed.
 - Site Management responsible for the overall implementation and enforcement of this
 policy at their assigned site(s). Performs duties as described in this procedure.

Exhibit 21

Case; 1:19-cv-02500-Document #: 1-1 Filed: 04/12/19 Page 6 of 99 PageID #:369

Docum CP-HF

Document Number: CP-HR-1002 Rev#

Exempt Hiring Procedure

 All Kenco Employees – abide by the procedures outlined when applying for an exempt level job posting.

- 2. The KMS-HR Recruiting Assistant is responsible for creating all exempt-level job postings.
- 3. Exempt employees must have twelve (12) months tenure in their current position to be considered for positions up to and including the Director level. Exceptions must be approved by the Group President or Senior Vice President and the Director of Recruiting and Development. Each employee's record will be reviewed for any disciplinary and attendance occurrences. Employee files must be free of any disciplinary action for six (6) months in order to be considered for new postings.
- VP level and above positions will not be posted through the internal process. Those positions will be filled through nominations by VPs or above to be submitted to the Group President and CFO for final approval.
- 5. Non-exempt employees applying for an exempt level position must have six (6) months tenure in their current position. Each employee's record will be reviewed for any disciplinary and attendance occurrences. Employee files must be free of any disciplinary action for six (6) months in order to be considered for new postings.
- All employees are required to notify their direct supervisor prior to applying for any exempt position.
 Employees may apply for one (1) open position at a time.
 - a. If employees are interested in multiple openings, they must select only one (1).
 - b. If an internal applicant is interested in a new posting, but has already applied for a different position, the applicant must notify the HR Recruiting Assistant as soon as possible in order to be removed from the first candidate pool. The applicant should then apply for the new posting per normal procedure through Kenco Connection.
 - c. Immediately following receipt of an internal application, the HR Recruiting Assistant will send an email to the supervisor of the applicant to ensure he/she is aware that the employee applied for an internal job posting.

7. Posting Process

- a. The Hiring Manager will complete form CP-HR-6.2.2.013-1 Exempt Job Posting Requisition Form, obtain the required signatures, and submit the completed form along with a current job description to the HR Recruiting Assistant. Postings for both replacement and newly created positions must be approved by the Hiring Manager's immediate Supervisor/Manager, the Director or VP of Operations, and the CFO.
 - All exempt job postings will be posted by the 2nd business day after the HR Recruiting Assistant receives the required documents.
 - ii. For example: Job posting requests received by 5:00 p.m. on Monday will be posted by 5:00 p.m. on Wednesday of the same week; Job posting requests received by 5:00 p.m. on Wednesday will be posted by 5:00 p.m. on Friday of the same week.
- Internal recruiting methods include postings on KencoConnection and site HR communication boards.
 - i. Internal job postings will remain posted for fourteen (14) consecutive calendar days.
 - Site HR Administrators must post internal postings on site communication boards within 24 hours of internal communication.
 - iii. Positions that are posted internally <u>only</u>, Hiring Managers/Supervisors and/or Site HR Advocates are responsible for the hiring process, including screening resumes, scheduling all interviews, and communicating with applicants until the position is filled.

KENCO KENCO

CP-HR-1002

Rev #

Exempt Hiring Procedure

NOTE: PLXSG assists with internal postings only when the position is posted externally as well.

- c. External recruiting methods include postings on Kenco's public website and recruiting services provided by ProLogistix Search Group (PLXSG). External postings will remain open until the position is filled.
- d. The Hiring Manager will be contacted by the EBS Recruiter to schedule a job order call (JOC) within 24 hours of receiving a new job order from the HR Recruiting Assistant. The Kenco Hiring Manager must schedule the JOC within 24 hours of the opening of the order. PLXSG will not begin the recruitment process until the JOC has taken place.

8. Screening Process

- The HR Recruiting Assistant will screen the resumes of all internal applicants received during the fourteen (14) day posting period.
 - The resumes of qualified internal applicants will be forwarded to the EBS Recruiter for additional screening.
 - All internal applicants who do not meet the job requirements at this step will be notified via email by the HR Recruiting Assistant.
- b. The PLXSG Recruiter will present three (3) to five (5) prescreened external candidates and any qualified internal candidates for the Hiring Manager's review within five (5) business days of the JOC.
- c. If the resumes submitted by the PLXSG Recruiter are unsatisfactory, the Hiring Manager must provide feedback to both the PLXSG Recruiter and the Director of Recruiting and Development within 24 hours. The PLXSG Recruiter will then work to supply additional candidates.
- d. At this time, if any internal candidates are unsatisfactory, the Hiring Manager should contact the General Manager at the site of each internal applicant to offer feedback on why they were not selected. The General Manager should then schedule a meeting with the internal applicant and his/her direct supervisor to provide appropriate feedback on career development. After this conversation has taken place, a notification email must be sent by the General Manager to Corporate HR at jobs@kencogroup.com as an accountability measure for appropriate follow up with all internal applicants. The General Manager must copy the internal applicant and his/her direct supervisor on this email.
- e. If internal applicants are selected to move forward, their direct supervisors must be notified at this step and throughout the rest of the application process.

9. Interviewing Process

- a. The PLXSG Recruiter will provide selected external applicants with a copy of CP-HR-1002-2 Kenco Non-Driver Application and will direct each applicant to forward the documents to the HR Recruiting Assistant prior to interview.
- b. The Hiring Manager is responsible for contacting the HR Recruiting Assistant and requesting background checks for final candidates. The HR Recruiting Assistant will give applications to the ER Administrative Assistant and will ensure each background check is processed. See CP-HR-1026 Background Investigation Program for further instructions.
 - Successful completion of a background check must occur before a candidate is asked to travel for an interview. This will eliminate the possibility of incurring travel expenses on a candidate who does not pass our background

ase: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 8 of 99 PageID #:37 Title:

Document Number: CP-HR-1002

Rev#

Exempt Hiring Procedure

screening process.

- ii. In Canada, background checks may only be performed after a written job offer has been extended. No drug screens will be allowed, per the Employment Standards Act.
- At the Hiring Manager's request, the PLXSG Recruiter will schedule a Predictive Index Test for each of the interview candidates within two (2) days of candidate selection. The results of this test will be provided to the Hiring Manager for additional insight.
- It is recommended that each candidate be interviewed by at least four (4) of the approved interviewers listed in Attachment A; however, it is required to have a minimum of two (2) interviewers.
- The initial interview, by telephone or in person, will be conducted within seven (7) business days of candidate submittal by the PLXSG Recruiter.
- The Site Manager, PLXSG Recruiter, and Site HR Administrator will coordinate to schedule interviews for all site positions. At the Hiring Manager's request, the PLXSG Recruiter will schedule in-person interviews with all internal and external candidates.
- Each interviewer must complete form CP-HR-1002-5 Exempt Candidate Evaluation Form immediately after the interview and forward to the Hiring Manager within one (1) business day of the interview.
- h. The Hiring Manager must utilize these forms to aid in making an informed decision on each candidate. The Hiring Manager must keep a copy of each form, either electronically or manually, to be filed with each job posting. This can be handled by the Site HR Administrator, if necessary.

10. Candidate Selection

- Pending successful completion of the background check (external candidates only, except in Canada), the Hiring Manager will complete CP-HR-1002-4 Offer Letter Summary Form and send it to the HR Recruiting Assistant.
 - i. If an internal applicant is selected, the Hiring Manager should contact the applicant's direct supervisor to negotiate a start date.
 - ii. If a relocation allowance is requested, the Hiring Manager will include the relocation allowance amount and the date that the funds are needed for the new hire/transfer on the Offer Letter Summary Form. The form is then forwarded to their Vice President (VP) for approval; if the Hiring Manager is a VP, he/she can approve the relocation request provided it does not exceed the relocation allowance maximum.
 - 1. If the VP deems the relocation amount acceptable, he/she will sign or approve via email the Offer Letter Summary Form and forward it to the HR Recruiting Assistant.
 - 2. If the VP deems the relocation amount unacceptable, he/she will contact the Hiring Manager to discuss the situation.
 - Maximum relocation allowance amounts by job category and relocation distance have been provided to senior management. If the VP wishes to offer a relocation allowance exceeding the maximum amount for the job category and distance, he/she must obtain approval via email from the President of the appropriate Kenco LLC as well as the President - KMS.
 - 1. If both Presidents deem the relocation amount acceptable, they will sign or approve via email the Offer Letter Summary Form and forward it to the HR Recruiting Assistant.

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 9 of 99 PageID #:372

01

KENCO

Document Number: CP-HR-1002 Rev# Tit

Exempt Hiring Procedure

- If either President deems the relocation amount unacceptable, he/she will contact the VP to discuss the situation.
- iv. Relocation allowances will be provided as a lump sum amount to facilitate a move and are designed to offset various costs that will be incurred in the relocation process.
 - In the United States, the lump sum payment is considered taxable income and will be treated as such.
 - The relocation allowance will be paid <u>Net</u> of income tax, social security tax, and Medicare tax.
 - 2. In Canada, the lump sum payment is not considered taxable.
 - Consult the Employment Standards Act for specific expenses that are considered not taxable when relocating for employment purposes.
 - The allowance should be used to cover the following costs, including, but not limited to:
 - Transportation, lodging, meals for house hunting and temporary living expenses
 - b. Lease-break expenses and new-lease expenses
 - c. Transportation of household goods and vehicles
 - d. Miscellaneous expenses associated with relocation
 - i. Utility and cable connection
 - ii. Driver's License fee
 - iii. Vehicle registration, etc.
 - 4. The employee must remain employed with Kenco on a regular, full-time basis for at least one year after their hire or transfer date.
 - a. If the employee resigns or his/her employment is terminated for cause prior to the one year period referenced above, the employee will be required to repay the relocation amount on a prorated basis.
- b. Pending successful completion of the background check (except in Canada), the HR Recruiting Assistant prepares the Offer Letter and emails to the Hiring Manager including the Relocation Expense Repayment Agreement (if applicable). The Hiring Manager will sign and extend the finalized Offer Letter to the selected candidate.
 - i. If the offer is accepted, the Hiring Manager or Site HR Administrator will arrange for a pre-employment drug screen and return the signed Offer Letter (including Relocation Expense Repayment Agreement when applicable) to the HR Recruiting Assistant immediately. If all criteria in CP-HR-1025 Drug Screen Procedure are not met, the Hiring Manager will rescind the offer and the candidate's hiring process is terminated (external hires only).
 - In Canada, no drug screening will be allowed, per the Employment Standards Act.
 - In Canada, a background check may be requested after the written offer of employment is accepted.
 - ii. If the prospective employee requests a modification to the offer, the Hiring Manager will discuss with the approving VP and if approved, will repeat Section 4.4.1.
 - iii. If the offer is declined, the Hiring Manager will repeat Section 4.4 above for the second selected candidate. If no alternate candidate is available, the EBS Recruiter will work to provide a new selection of candidates.
- c. Upon receipt of the signed Offer Letter and Relocation Expense Repayment Agreement, the HR Recruiting Assistant will obtain the final approval of the Director of Recruiting and Development.
 - Payroll will not process the Offer Letter without the signature of the prospective/transfer employee and the Director of Recruiting and Development on

Title:

KENCO

Document Number: CP-HR-1002 Rev#

Exempt Hiring Procedure

the Offer Letter and the Relocation Expense Repayment Agreement. If the Director of Recruiting and Development is not available to sign the agreement, an email approval from the Director of Recruiting and Development will be sufficient.

- d. The HR Recruiting Assistant will forward the signed Offer Letter to the appropriate KMS-HR Payroll Supervisor via a flagged email.
 - The Payroll Supervisor will generate the check with the appropriate withholding and forward it to the employee or will process with the employee's first payroll direct deposit.
- All new employees must complete their part of the new hire paperwork through the HRIS
 Onboarding Program before end of business on their first day of work with Kenco.
 - In Canada, all new hire paperwork must be completed by end of business on the first day of work.
- 12. All employer-related new hire paperwork must be completed by the Site HR Administrator through the HRIS Onboarding Program within the first three (3) days of employment.
- 13. External candidates who are not extended an offer will be notified by the PLXSG Recruiter.
- 14. Internal candidates who are not extended an offer should be notified as soon as possible; however, the maximum timeframe for internal notification is 5 business days from the time the position is filled.
 - a. The Hiring Manager should contact the General Manager at the site of each internal applicant to offer feedback on why they were not selected. The General Manager should then schedule a meeting with the internal applicant and his/her direct supervisor to provide appropriate feedback on career development. After this conversation has taken place, a notification email must be sent by the General Manager to Corporate HR at jobs@kencogroup.com as an accountability measure for appropriate follow up with all internal applicants. The General Manager must copy the internal applicant and his/her direct supervisor on this email.

REFERENCES

CP-HR-1002-1 Exempt Job Posting Requisition Form

CP-HR-1002-2 Kenco Non-Driver Application

CP-HR-1002-4 Offer Letter Summary Form

CP-HR-1002-5 Exempt Candidate Evaluation Form

CP-HR-1025 Drug Screen Procedure

CP-HR-1026 Background Investigation Program

HISTORY

Revision Date Number		Description of Revision		
00	02/25/14	 This document replaced CP-HR-6.2.2.013 revision 5 Added information to 3 and 5 about attendance and disciplinary action. Changed EBS Recruiting to ProLogistix Search Group (PLXSG). Changed template. 		
01	10/30/14	Changed reference numbers throughout document.		

CP-HR-1002 Attachment A: Approved Interviewers by Position

Kenco Project Manager

- 1. VP of Quality/Best Practices
- 2. Director of Quality/Best Practices
- 3. Quality/Best Practices Engineer
- 4. Director of HR
- 5. Manager of HR
- 6. VP of Operations
- 7. Director of Operations

Kenco Engineer

- 1. VP of Quality/Best Practices
- 2. Director of Quality/Best Practices
- 3. Quality/Best Practices Engineer
- 4. Director of HR
- 5. Manager of HR
- 6. VP of Operations
- 7. Director of Operations

Kenco Quality Auditor

- 1. VP of Quality/Best Practices
- 2. Director of Quality/Best Practices
- 3. Quality/Best Practices Engineer
- 4. Director of HR
- 5. Manager of HR
- 6. VP of Operations
- 7. Director of Operations
- 8. Director of Sales/Marketing

Kenco Finance/Accounting

- 1. Director of Corp. Sourcing and Internal Audit
- 2. Controller
- 3. Director of Operations
- 4. Manager of Operations
- 5. Director of HR
- 6. Manager of HR

Kenco IT

- 1. VP of Information Technology
- 2. Information Technology Manager
- 3. Director of HR
- 4. Manager of HR
- 5. HR Generalist
- 6. Quality/Best Practices Engineer
- 7. Director of Operations

Site Operations Manager

- 1. Site VP of Operations
- 2. Site Director of Operations
- 3. Site Manager
- 4. Director of HR
- 5. Manager of HR
- 6. VP of Quality/Best Practices
- 7. Director of Quality/Best Practices

Site General Manager

- 1. Site VP of Operations
- 2. Site Director of Operations
- 3. Director of HR
- 4. Manager of HR
- 5. HR Generalist
- 7. VP of Quality/Best Practices
- 8. Director of Quality/Best Practices

Site Supervisor

- 1. Site General Manager
- 2. Site Operations Manager
- 3. Site Manager
- 4. Director of HR
- 5. HR Generalist
- 6. Project Manager



August 5, 2015

VIA ELECTRONIC MAIL ONLY

Investigator John Detwiler
Illinois Department of Human Rights
John.Detwiler@Illinois.gov

Re: Leonard A. Szplett v. Kenco Logistic Services, LLC IDHR # 2015CA3083/EEOC # 21BA51536

Dear Investigator Detwiler:

The following is Respondent Kenco Logistic Services, LLC's ("KLS") position statement and response to the Department's questionnaire in the above-referenced matter.

- Kenco Logistic Services, LLC 1125 Sycamore Street Manteno, IL 60950¹
- Jay Elliott
 2001 Riverside Drive
 Chattanooga, TN 37406
 (423) 643-3398
- 3. A copy of the EEO-1 report for the above-referenced facility is attached as Exhibit A.
- 4. The narrative included with Mr. Szplett's charge is rambling, unfocused, and extremely hard to follow. He often repeats himself. And most of the time his attention is paid to activity that is either time-barred or had nothing to do with decisions affecting his own employment, or both. It appears that the following are the only allegations that are appropriate for his charge of discrimination:

Mr. Szplett alleges that he was demoted when Lori Varvel (female, Caucasian, 35 years old) was hired as the new Human Resources Manager in November of 2014. Mr. Szplett was never the Human Resources Manager. He was the Office Manager (see a copy of his offer letter in his personnel file at Exhibit B). So Ms. Varvel didn't replace him. She didn't replace anyone. There was no Human Resource Manager before Ms. Varvel was hired. So there could be no demotion for Mr. Szplett. He continued as the Office Manager before, during, and after Ms. Varvel's hire, with no change in his salary or his job duties and responsibilities. It is important to note that, at the time of Ms. Varvel's hire, KLS was experiencing various problems with its customer (Mars) which could be fairly attributed to the lack of a strong Human Resource-related presence on site. Additionally, KLS was becoming the subject of more and more charges of discrimination at that time. And so, whether it was the absence of a dedicated on-site Human Resources Manager or because of Mr. Szplett's failing efforts as Office Manager to handle those Human Resource-related issues on site when they came up, KLS decided it needed a dedicated Human Resources Manager. And so it hired one – Lori Varvel.

¹ KLS lost the contract on the work at this site. As a result, all KLS employees were terminated effective February 28, 2015. KLS no longer has any employee working at the Manteno site.

Mr. Szplett alleges that he was paid less than Ms. Varvel. This allegation is accurate. Although Ms. Varvel was paid more than Mr. Szplett, the difference in pay was based on their different job duties and responsibilities. Mr. Szplett was responsible for the Office Manager duties (see Exhibit C for a job description). Ms. Varvel was responsible for a completely different set of duties and responsibilities – those of the Human Resources Manager (see Exhibit D for a job description). Of course, basing the difference in pay on the difference between job duties and responsibilities is absolutely permissible under the law. See Warren v. Solo Cup Co., 516 F.3d 627, 630–31 (7th Cir.2008) (outlining factors to consider when determining whether employees are similarly situated).

Mr. Szplett alleges that his office was temporarily relocated after Ms. Varvel was hired. At the time Ms. Varvel was hired, Mr. Szplett was out on an open-ended FMLA leave with no specified return date. While he was out on leave, Ms. Varvel temporarily occupied Mr. Szplett's office. Succinctly, she needed an office immediately and he wasn't coming to work at the time. Mr. Szplett's things were moved down the hall into a cubicle while he was out on leave. KLS lost the contract with Mars before Mr. Szplett returned from leave. In any event, a temporary relocation of an office is not an adverse employment action significant enough to support a discrimination claim. See Traylor v. Brown, 295 F.3d 783, 788 (7th Cir. 2002) (explaining that an adverse employment action requires something more than an annoyance or an inconvenience).

Finally, Mr. Szplett alleges he was not paid for March (2015). That allegation is accurate. Quite simply, KLS didn't pay Mr. Szplett for March of 2015 because he didn't work during that time. Instead, he was on leave. Mr. Szplett first went out for FMLA on October 22, 2014. Toward the end of January of 2015, his 12 weeks of FMLA were about to expire. At that time, KLS inquired about Mr. Szplett's intentions to return to work. Mr. Szplett's doctor represented that Mr. Szplett could not work "in any capacity," and that he would be restricted from performing his job functions for another "6-12 months." See Exhibit E for a copy of the Physician's Statement from Mr. Szplett's doctor. Instead of terminating Mr. Szplett at that time, however, KLS allowed Mr. Szplett to stay out on leave in case his condition improved. At the same time, since he wasn't working, KLS did not pay Mr. Szplett. To KLS's knowledge, Mr. Szplett's condition did not change through the date of his separation.

These decisions (hiring Ms. Varvel, setting her salary, allowing her to temporarily use Mr. Szplett's office while he was out on leave, and not paying Mr. Szplett for March of 2015) had nothing to do with Mr. Szplett's race, sex, or age. And they were not in retaliation for any complaint that Mr. Szplett made about discrimination or harassment. In fact, Mr. Szplett never made such a complaint.

Mr. Szplett alleges that KLS violated the WARN Act. First of all, the IDHR does not have jurisdiction over WARN Act complaints (state or federal). In any event, neither the federal act nor the state act was triggered since only 12 employees suffered an employment loss (the federal WARN Act requires 50 employment losses). Assuming for purposes of argument that either WARN Act was triggered, KLS provided the required 60-day notice since it notified employees on January 26, 2015, of the loss of the contract and accompanying termination of employment on March 29, 2015. More specifically, on January 26, 2015, all employees were informed of Mars's decision not to renew KLS's contract at the Manteno site. The communication was made verbally during all employee meetings to those employees who were not on leave at the time

² Employees were separated effective February 28, 2015, but those who were not on leave were paid through March 29, 2015.

(plus a notice was handed to each of those employees). For those employees who were on leave at the time (FMLA or otherwise), a notice was mailed to their home addresses. Mr. Szplett was on leave, and so his notice was mailed to him. Attached as Exhibit F is a copy of the form notice mailed to employees on leave (like Mr. Szplett). The communication that was mailed is the same as the notice handed out at all employee meetings. Therein, all employees were informed that they would be permitted the opportunity to apply for employment with the new provider (the company taking KLS's place).

To the extent Mr. Szplett alleges an FMLA violation (interference or retaliation), such claims should be dismissed since the IDHR does not have jurisdiction over such claims.

5. Mr. Szplett was hired as Office Manager on April 21, 2013. A copy of the job description for Office Manager is attached as Exhibit C. A copy of Mr. Szplett's personnel file is attached as Exhibit B.

On the Issue of Harassment:

- B1. A copy of KLS's anti-harassment policy is attached as Exhibit G.
- B2. The individual primarily responsible for investigating internal complaints of harassment at the Manteno facility was Tammi Fowler (Caucasian), Senior Employee Relations Manager.
- B3. Mr. Szplett did not bring any complaint of harassment to anyone's attention.
- B4. No other complaint of harassment has been made against anyone listed in the charge of discrimination (outside the charges of discrimination listed below).
- B5. No discipline has been issued at the Manteno facility within the past twelve months for violation of KLS's anti-harassment policy.

On the Issue of Demotion:

N1-7. Not applicable. Mr. Szplett was not demoted.

Regarding the basis of RETALIATION, provide the following information:

- ZZ1. Mr. Szplett never opposed or protested allegedly discriminatory treatment.
- ZZ2. Other pending charges of discrimination filed by KLS employees at the Manteno facility:

Nathan Doss -- IDHR # 2014CF2858, dated May 7, 2014

IDHR # 2014CF2992, dated May 21, 2014 IDHR # 2014CF3057, dated May 29, 2014 IDHR # 2014CF3161, dated June 9, 2014 IDHR # 2015CF0310, dated August 12, 2014 IDHR # 2015CF0822, dated October 16, 2014 IDHR # 2015CF1145, dated November 12, 2014 IDHR # 2015CF1660, dated January 6, 2015

IDHR # 2015CF2725, dated April 16, 2015

Vernon Henry -- IDHR # 2015CF00342, dated July 9, 2014

IDHR # 2015CF0990, dated October 29, 2014 IDHR # 2015CF1315, dated December 4, 2014 IDHR # 2015CF2497, dated March 27, 2015

Arnold Brownlee -- IDHR # 2015CA1464, dated December 8, 2014

Tracy Davis - IDHR # 2014CF3162, dated June 9, 2014

Sam Rockett - IDHR # 2015CF0003, dated July 1, 2014

Anastasia Sandness -- IDHR # 2015CF0006, dated July 1, 2014

IDHR # 2015CF0515, dated September 4, 2014 IDHR # 2015CF0516, dated September 4, 2014 IDHR # 2015CF1655, dated January 6, 2015

Morris Tyson IDHR # 2015CF0699, dated September 22, 2014

IDHR # 2015CA2692, dated April 24, 2015

Scott Marksteiner IDHR # 2015CA1054, dated November 3, 2014

IDHR # 20151650, dated January 7, 2015

Mardy Ringo IDHR # 2015CA1590, dated December 30, 2014

Edith McCurry - IDHR # 2015CA1804, dated January 13, 2015

IDHR # 2015CA2495, dated March 27, 2015

Robert Cates IDHR # 2015CA1354, dated November 19, 2014

Derrick Nixon IDHR # 2015CF1828, dated February 10, 2015

Respectfully submitted,

Jay Elliott

Counsel for Kenco Logistic Services, LLC

2001 Riverside Drive Chattanooga, TN 37406

Jay.Elliott@KencoGroup.com

Work: (423) 643-3398



August 21, 2015

Complainant
Leonard Szplett
c/o: Jordan Hoffman
Jordan TraVaille Hoffman, P.C.
11528 S. Halsted Street
Chicago, IL 60628

Respondent
Tammy Fowler, Sr. Manager of Employee
Relations
c/o: Jay Elliott
Vice President of Legal
Kenco Management Services, LLC
2001 Riverside Drive
Chattanooga, TN 37406

<u>Charge Number</u>: 2015CA3083 <u>Complainant</u>: Leonard Szplett

Respondent: Kenco Logistics Services, LLC

NOTICE OF FACT FINDING CONFERENCE

The persons named above are hereby required to appear and participate in a fact-finding conference scheduled for October 13, 2015, at 11:00 a.m., to be held via telephone at 312-814-4633. Said conference will be conducted by the Department representative whose name and telephone number appear at the bottom of this notice.

The fact-finding conference is an investigative forum intended to define the issues, determine which facts are undisputed, obtain evidence and ascertain whether there is a basis for a negotiated settlement of the charge. An attorney or other representative (or a friend or relative) may accompany you to the conference. However, you may not send a substitute for yourself. If you bring persons whose presence has not been requested without first receiving express permission to do so from the Department representative, those persons will be heard only at the discretion of the Department representative.

RESPONDENT'S FAILURE TO ATTEND THE FACT FINDING CONFERENCE AS SCHEDULED MAY SUBJECT THE RESPONDENT TO <u>DEFAULT</u>. RESPONDENTS WHO APPEAR AT THE CONFERENCE EXCLUSIVELY THROUGH AN ATTORNEY OR OTHER REPRESENTATIVE UNFAMILIAR WITH THE EVENTS AT ISSUE SHALL BE DEEMED TO HAVE FAILED TO ATTEND AND MAY SUBJECT THE RESPONDENT TO <u>DEFAULT</u>. If Respondent's representatives who are named in the fact finding notice no longer work for Respondent, or are not available, please contact the investigator immediately.

Charge No. 2015CA3683 Page 2 of 2

COMPLAINANT'S FAILURE TO ATTEND THE CONFERENCE MAY RESULT IN <u>DISMISSAL</u> OF THE CHARGE. If a Questionnaire or Request for Further Information is enclosed with this notice, you are requested to complete and return it to the Department representative by <u>N/A</u>. You may submit complete written statement of your position including a proposal for settlement. Any evidence or statements you provide will be made a part of the file and will be considered by the Department in its investigation, but settlement discussions will not be used as evidence without the written consent of the parties.

You must provide all relevant evidence which is available to you, and you must tell the Department representative named below of any other material or witnesses you deem relevant at your earliest opportunity, but no later than at the fact finding conference on the date indicated above.

RESPONDENT'S FAILURE TO SUBMIT RELEVANT EVIDENCE MAY BE CONSTRUED AGAINST RESPONDENT AND RESULT IN A FINDING OF SUBSTANTIAL EVIDENCE.

COMPLAINANT'S FAILURE TO SUBMIT RELEVANT EVIDENCE AND INFORMATION MAY RESULT IN A FINDING OF LACK OF SUBSTANTIAL EVIDENCE OR DISMISSAL OF THE CHARGE FOR FAILURE TO COOPERATE.

The Department strongly encourages the settlement of charges prior to or during the Fact Finding Conference. If you would like to discuss the possibility of a settlement, please contact the investigator named below.

If you need a reasonable accommodation as a person with a disability to participate in this conference, you should contact your investigator, whose name and telephone number appear at the bottom of this notice, or Susan Allen, the Department's ADA Coordinator, at (217) 785-5119, or Susan.Allen@illinois.gov.

Please Note: Building security procedures require that any person requesting access to the offices at 100 West Randolph present proper photo identification.

John Detwiler INVESTIGATOR

312-814-4633

TELEPHONE

FFC NOTICE CPRP Ltr.docx rev. 01/15

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT ("Agreement") is made and entered into by and between Leonard Szplett ("Employee") and Kenco Logistics Services, LLC (hereinafter referred to collectively, with its successors, assigns, affiliates, parents, subsidiaries, and/or surviving company or companies by reason of any merger or acquisition, as "Company"), in order to settle fully and finally any differences between them, including, but in no way limited to, any differences that might have arisen during and/or out of Employee's employment relationship with the Company, and the termination thereof and to promote harmonious relations in the future.

In consideration of the provisions and mutual promises herein contained, the sufficiency of which is acknowledged by the parties, it is agreed as follows:

- 1. **TERMINATION DATE.** Employee agrees that his/her employment will terminate on ("Termination Date"). Thereafter, except as expressly provided herein, no future compensation or benefits will accrue in his/her favor. Employee also acknowledges that he/she is owed no other compensation or benefits other than what is provided for within this Agreement.
- 2. SEPARATION PAYMENT. The payments and benefits to which Employee is otherwise entitled are set forth in Attachment A. In addition to those payments and benefits and as consideration for this Agreement, Employee will receive his/her regular pay for 6 pay periods for a total of \$16,995.24 less any tax withholdings applicable to wages. These payments will begin on the first regular payday after March 29, 2015, or after the Effective Date of this Agreement (whichever is later), and will continue on the requisite number of paydays, assuming that no anticipatory breach of this Agreement occurs. Employee acknowledges that this benefit is a special benefit above any other pay or benefit to which Employee is entitled upon termination of the employment relationship.
- 3. RESPONSIBILITY FOR TAXES. The Parties agree that the payment in Paragraph 2 shall be made through the Company's payroll and shall be subject to tax withholding applicable to wages. Employee acknowledges that any other taxes or assessments by the Internal Revenue Service (or any state or local tax authority) that may become due as a result of any payment or transaction contemplated by this Agreement are Employee's sole responsibility. Employee agrees to hold the Company harmless with respect to any such taxes. Further, Employee agrees that any taxes that are due but unpaid may be set off against any sums due under this Agreement, to the maximum extent allowed by law. Further, nothing contained herein shall be construed or relied upon as any advice or opinion by or on behalf of the Company regarding the tax treatment of the payments made under this Agreement.
- 4. RESERVATION OF RIGHTS. Notwithstanding any other provision of this Agreement, the Company reserves the unilateral right at any time to modify or

page 1 of 7

terminate any benefit plan, bonus program, stock option plan, or fringe benefit program under which Employee participates or may participate, and, in the event of such action, the amount of Employee's benefits, awards, or grants under such plans or programs shall be determined according to the terms of such plans or programs and not the terms of this Agreement.

- Employee releases the WAIVER AND GENERAL RELEASE. 5. Company and each of its officers, directors, attorneys, and employees from any and all claims, demands, charges, complaints, liabilities, obligations, actions, causes of action, suits, demands, costs, expenses, losses, attorney fees, expenses, and damages of any nature whatsoever, known or unknown, for relief of any nature at law or in equity, arising out of, related to, or in any way connected to Employee's employment at the Company or separation therefrom, which Employee now has, owns, or holds, or claims to have, own, or hold, or which Employee at any time heretofore had, owned, or held, or claimed to have, own, or hold against the Company, including, but in no way limited to: any claim under Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; 42 U.S.C. §1981; The Americans with Disabilities Act ("ADA"); The Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"); The Employee Retirement Income Security Act of 1974 ("ERISA"), the Worker Adjustment and Retraining Notification Act ("WARN"); the Illinois Worker Adjustment and Retraining Notification Act ("Illinois WARN"); all laws relating to violation of public policy, retaliation, or interference with legal rights; all laws relating to workers' compensation retaliation; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud or constitutional claims, and; any alleged contracts or claims of promissory estoppel. It is agreed that this is a general release and it is to be broadly construed as a release of all claims; provided that notwithstanding the foregoing, this paragraph expressly does not include a release of any claims that cannot be released hereunder by law, including any open or ongoing workers' compensation claim. Employee hereby acknowledges that Employee has received from the Company all wages and compensation which Employee is owed by the Company or to which Employee is entitled by law as of Employee's last pay period. Employee hereby acknowledges that the Company has in no way interfered with Employee's right to take any leave to which Employee may have been entitled by law or under the Company's policies (including leave under the Family & Medical Leave Act). Employee further acknowledges that the Company has allowed Employee to take any such leave for which Employee was eligible and which Employee requested (including leave under the Family & Medical Leave Act). Employee further acknowledges that Employee has reported any and all workplace injuries that Employee has incurred or suffered to date.
- 6. ELIGIBILITY FOR FUTURE EMPLOYMENT. Employee understands that he/she is not eligible to apply for employment with the Company at any time in the future. Employee further agrees that he/she will not hereafter be reemployed by the Company, that he/she will not hereafter apply for or otherwise seek employment with the Company or any affiliate of the Company, and that he/she specifically waives any right to reinstatement or reemployment in the future, and that this Agreement constitutes a valid, non-pretextual, non-discriminatory, and non-

retaliatory reason for the Company not hiring or considering Employee for further or future employment.

- 7. RECORDS/COMPANY PROPERTY. Employee agrees to immediately turn over to the Company all files, memoranda, records, and other documents, physical or personal property which he/she has received from the Company as of the Termination Date and which are the property of the Company.
- 8. COOPERATION WITH HUMAN RESOURCE INQUIRIES AND/OR LITIGATION. Employee further agrees that he/she will cooperate with the Company and its counsel in any Human Resources inquiry or litigation in which he/she may be a potential witness or have knowledge of relevant facts or evidence. Such cooperation includes but is not limited to meeting and conferring at reasonable times to discuss such knowledge, disclosing facts Employee may know, preparing for any proceeding to the extent the Company or its counsel believes it to be necessary, or providing such other assistance to the Company and its counsel in defense or prosecution of litigation. Employee will be reimbursed for reasonable and necessary expenses incurred by him/her in the course of complying with this section.
- 9. CONFIDENTIALITY AND NON-DISPARAGEMENT. Employee agrees that he/she will keep the terms and amount of this Agreement completely confidential and that he/she will not hereafter disclose any information concerning this Agreement to any person or entity other than his/her spouse, his/her attorney, and his/her professional legal and/or tax advisors, except as required by law; provided, that those individuals will be deemed his/her agents and, therefore, also bound by this Agreement. In addition, Employee agrees that he/she will refrain from disparaging the Company, its employees, its products and/or its services in any form or fashion. The parties recognize and acknowledge that strict confidentiality is of the essence of this Agreement, and that, in the event that the confidentiality provisions of this Agreement are breached, Employee shall be liable to the Company under the paragraph titled "INDEMNIFICATION AND REMEDY FOR BREACH," below.

Employee also recognizes and acknowledges that he/she has had access to certain highly sensitive, special, unique information of the Company that is confidential or proprietary. Employee hereby covenants and agrees that for a period of five years from the Termination Date Employee will not disclose any confidential information or trade secrets except to authorized representatives of the Company; provided, however, that the foregoing restrictions shall not apply to items that, through no fault of Employee have entered the public domain or to items he/she is compelled to disclose by order of any court or administrative body of competent jurisdiction. In that case, Employee shall provide written notice to the Director of Human Resources of the Company that he/she is about to be so compelled so that the Company may be afforded an opportunity, should it so choose, to seek a protective order with respect to such information.

For purposes of this Agreement, "confidential information" means any data or information with respect to the business conducted by the Company or its subsidiaries or

parents on the date of this Agreement, other than trade secrets, that is not generally known by the public. To the extent consistent with the foregoing definitions, confidential information includes, without limitation:

- a. reports, pricing, sales manuals and sales training manuals, selling and pricing procedures, marketing programs and procedures and financing methods of the Company, together with any techniques utilized by the Company in designing, developing, manufacturing, testing or marketing its products or in performing services for clients, customers, and accounts of the Company;
- customer lists, the special requirements of particular customers, and the current and anticipated requirements of customers generally for the products of the Company;
- any contracts, working drawings, designs, product specifications, software programs, source codes or similar information of the Company;
- d. the specifications of any new products under development by the Company;
- the sources of supply for ingredients, packaging or other materials used for production, packaging and distribution of products by the Company and the quality, prices and usage of those materials;
- f. the business plans and financial statements, reports and projections of the Company; and
- g. human resources information, including, but not limited to, information concerning policies, procedures, wages, and benefits.
- agrees to indemnify and hold the Company harmless from and against any and all loss, cost, damage or expense, including, without limitation, attorney fees, incurred by the Company, arising out of any breach of this Agreement by him/her, including but in no way limited to misrepresentations made by Employee to the Company in this Agreement, and/or the Company's defense of any claims released by this Agreement. Additionally, Company and Employee agree that in the event Employee breaches any part of this Agreement, any and all severance amounts owed to Employee under this Agreement will cease and will not be paid.
- 11. NO ADMISSION. This Agreement shall not in any way be construed as an admission by the Company of any acts of discrimination, retaliation, misconduct, or any other illegal conduct whatsoever against Employee or any other person, and the Company specifically disclaims any liability to or discrimination, retaliation, misconduct, or any other illegal conduct against Employee or any other person, on the part of itself, its employees or its agents. Employee acknowledges that Employee may subsequently

discover facts in addition to or different from those that Employee now knows or believes to be true with respect to Employee's employment with the Company or termination therefrom, and that Employee may have sustained or may yet sustain damages, costs, expenses that are presently unknown and that relate to Employee's employment with the Company or termination therefrom. Employee acknowledges, however, that the Parties have negotiated, agreed upon, and entered into this Agreement in light of that situation. To the extent allowed by law, Employee waives any and all rights which Employee may have under any state or federal statute or common law principle that would otherwise limit the effect of this Agreement to claims known or suspected as of the Effective Date of this Agreement.

- OPPORTUNITY TO REVIEW. As part of this Agreement, Employee understands that Employee is waiving all claims for age discrimination under the Age Discrimination in Employment Act ("ADEA"). Employee represents and acknowledges that Employee has carefully read and understands all of the provisions of this Agreement, and that Employee is voluntarily entering into this Agreement. Employee represents and acknowledges that Employee has been advised in writing to, and has been afforded the right and opportunity to, consult with an attorney prior to executing this Agreement, that Employee has up to forty-five (45) days within which to consider this Agreement, that Employee has seven (7) days following its execution within which to revoke this Agreement, and that this Agreement, and the payments due thereunder, will not become effective until after the revocation period has expired. Employee must deliver such revocation/rescission by hand within the applicable period or send it by certified mail within the applicable period to Eddy Register at 2001 Riverside Drive, Chattanooga, TN 37406. Employee further acknowledges and confirms that the only consideration for Employee signing this Agreement are the terms and conditions stated in writing in this Agreement, and that no other promise or agreement of any kind, other than those set out in writing in this Agreement, has been made to Employee by any person to cause Employee to sign this Agreement.
- 13. GOVERNING LAW. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Tennessee.
- 14. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties hereto as to the termination of Employee's employment with the Company, and fully supersedes any and all prior agreements or understandings between them pertaining to the termination of his/her employment with the Company. It is agreed that this Agreement may be modified only by a subsequent, written agreement, executed by both parties.
- 15. EFFECTIVE DATE. This Agreement shall become effective upon the later of the date last signed below or, if a revocation period is specified herein, 10 days after the expiration of such revocation period.
- 16. INVALIDITY OF CERTAIN PROVISIONS. If any part, term, or provision of this Agreement is declared or is determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms,

or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. Furthermore, if the release of any particular claims(s) is determined to be invalid or ineffective, this does not affect or impair the validity or effectiveness of release of the remainder of claims.

IN WITNESS WHEREOF, the undersigned have executed this Separation Agreement as of the dates indicated below.

THIS AGREEMENT INCLUDES A WAIVER AND GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ AND UNDERSTANDS THIS AGREEMENT. EMPLOYEE IS ADVISED TO CONSULT AN ATTORNEY BEFORE EXECUTING THIS WAIVER AND GENERAL RELEASE OF ALL CLAIMS.

Date:	Leonard Szplett					
NOTARY PUBLI	C WITNESS AT	TIME OF SIGNAT	URE:			
COUNTY OF _						
Personally appeare	ed before me,	(Print Na	me)			
with whom I am packnowledged that	ersonally acquain t he/she executed	ted or who furnished le the within instrument	gal proof of his/he	r identity, and erein contained.		
Witness my hand,	at office, this	day of	, 20			
Notary Public sign	nature & seal	My Commission Expires				
For Kenco Corpor	orate Office Use ate representativ	Only: e signature (may occ	ur after date of sig	gnatures above)		
Date:						
By:						
TITLE: P	PRESIDENT, KENCO MANAGEMENT SERVICES					

page 6 of 7



Attachment A

This is Attachment A to the Separation Agreement between the Company and the Employee.

The payments and benefits to which Employee is otherwise entitled are:

- His/her accrued, unused vacation/PTO balance.
- 2. Salary through March 29, 2015.

2001 Riverside Drive Chattanooga, TN 37406 Toll Free 1.800.758.3289 Direct 423.822.1113 Fax 423.643.3326 www.kencogroup.com



Mr. Leonard Szplett 3421 W. 1500 N. Road Kankakee, IL 60901

Dear Len:

As you know, Exel Logistics has been awarded the Mars Manteno, IL 3PL contract. Since you did not apply for work with Exel, your employment will end when Kenco transitions the work. That is happening sooner than we thought (February 28). But, since you are not continuing employment with Exel, they are requiring us to remove you -- and anyone else not continuing work employment with Exel -- from work today.

However, Kenco has made the decision to continue your employment through March 29, 2015, your termination date. You will also be paid out any accrued but unused vacation/PTO you may have. You will not need to be onsite again, with the exception of arranging with me (423.280.8937) a mutually agreeable date and time to come and pick up any personal belongings and to return Kenco property to include your access badge, keys, files, cell phone, laptop, etc. as applicable.

After your termination date, you may be eligible for unemployment with the state, once they make a determination of your unemployment benefits. Enclosed for your review is information from the IL Department of Employment Security.

If you currently have medical, dental, or vision insurance, after your termination date you will be able to elect coverage through COBRA. You will receive a packet of information about this option within 15 days of March 29, 2015. If you have additional benefits such as 401(k), long term care, life insurance, etc., information about them is enclosed.

If you are currently receiving short or long term disability benefits, you will continue to receive them until your claim expires.

In addition, Kenco is also offering you a severance package. Enclosed is a separation agreement and notice. Please review these documents carefully and/or have an attorney do so on your behalf before making a decision to accept or decline the severance offer. Highlights include:

- 6 pay periods
- 45 days to review the offer and 7 days to revoke it once signed

In consideration for severance pay, you are agreeing to release any claims against Kenco, and also to keep confidential information confidential and not to disparage Kenco in any way.

If you elect to accept the agreement, please sign it and the notice in the presence of a Notary Public. Both documents should be sent to me at the address above.

Thank you for your service to Kenco.

Sincerely,

Eddy Register, Human Resources Kenco Management Services

Exhibit 25

Rebekah Funk

From: Coffey, Robert

Sent: Friday, June 06, 2014 9:33 AM
To: Fron, Keith; Maggio, Jennifer

Cc: Steele, Gordon; david.jabaley@kencogroup.com; Moore, Todd

Subject: RE: Jacobson Incident

Thanks for your attention to this matter Keith- Unfortunately this site has a history of incidents that this will cause others to jump to conclusions.

David/Keith - I understand that Kenco and Jacobson have instituted several countermeasure such as additional/upgrade to the cameras, a new guard service, with additional coverage, gate arms, etc... Given the history of the site and this most recent incident, I would like to see additional supervision / security presence of the Jacobson Associates- especially during breaks/shift change - this was called out as a risk especially in peak season in our debrief and will need to be addressed. Please work together to ensure that the safety and security of the associates is a top priority.

Keith- Please continue partner with Kenco and let me know if you have any questions or concerns.

Regards,

Robert Coffey

Mars Chocolate, North America Regional Distribution Manager - Midwest Chicago Plant 2019 North Oak Park Ave, Chicago, IL 60707

M: 773-892-7735

E: robert.coffey@effem.com

----Original Message----

From: Fron, Keith [mailto:Keith.Fron@jacobsonco.com]

Sent: Thursday, June 05, 2014 11:05 PM

To: Maggio, Jennifer

Cc: Steele, Gordon; Coffey, Robert; david.jabaley@kencogroup.com

Subject: Re: Jacobson Incident

Jennifer,

All are ok just a little shook up. Site security has been informed of his dismissal. The staffing agency was present during the event as it was shortly after shift change.

In my morning staff meeting we will review our policy for handling potential threats and personal safety to determine potential improvement opportunities for handling threats.

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 29 of 99 PageID #:392

Under normal circumstances we would not recommend involvement to this extent but in this instance where a large male and a smaller female were involved I understand the reaction of protection for her.

Regards, Keith Fron

On Jun 5, 2014, at 7:14 PM, "Maggio, Jennifer" < iennifer.maggio@effem.com<mailto:jennifer.maggio@effem.com>> wrote:

Keith

Thank you for the information. Arels the woman and the line leads ok?

I assume that this has been communicated to the security personnel for the Manteno site.

What is your communication policy to the Jacobson and temporary staff?

Sent from my iPhone

On Jun 5, 2014, at 7:38 PM, "Fron, Keith" < Keith.Fron@jacobsonco.com < mailto: Keith.Fron@jacobsonco.com >> wrote:

Jennifer,

At approximately 4pm we had an incident which involved two associates, a male and a female, who apparently have a relationship outside of work who have been living together for the last two years. Looks like they brought a personal issue to work. They have both been good employees up to this point with no issues from either one.

He was pulling her arm trying to take her off premises. Some of our leads became involved to separate the two as they felt her safety was in jeopardy. The leads tried to separate the two by bringing her into the shipping office but the male persisted to follow and became belligerent and threatening. The police were called and the male was escorted off the property as she did not want to press charges. He was immediately terminated for his behavior and informed that if he returns to the property he will be arrested for trespassing.

If you have any additional questions please feel free to contact me.

Keith Fron General Manager Jacobson Companies 1125 W. Sycamore Rd. Manteno, Illinois 60950

- (o) 815.468.4454
- (c) 708.359.5786
- (e) keith.fron@jacobsonco.com<mailto:keith.fron@jacobsonco.com>

"Can Do Logistics"

ü Please consider the environment before printing this email

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 30 of 99 PageID #:393

E: robert.coffey@effem.com

From: Search, Jeremy

Sent: Friday, June 27, 2014 9:36 AM

To: Dennis Godinho; Coffey, Robert; Julie Wade

Cc: margaret.budzyn@ups.com; Montgomery, John; Ethridge, Amanda; RICHARD; JIM

Subject: Re: Trailers in Manteno on FDA Hold

Once again Robert coffey is the operations decision maker here. If he allows an unload in FDA hold you will get unloaded.

Robert and Julie. My understanding is that w are in need of canada northbound carriers. So unloading these can be reloads back out.

Jeremy Search

Mars Inc.

Commercial Sourcing Manager

615-807-4450 614-374-0481

On Jun 27, 2014, at 8:02 AM, "Dennis Godinho" < dgodinho@blm.com > wrote:

Good morning,

4 T's Management in Manteno is telling us we have 4 trailers on FDA hold they cannot unload today. Jeff in receiving is telling us they can have them unloaded in 48 hrs. The problem with this is that we have drivers on site waiting to get the empties in order to go to their backhauls to come home. Please help!

Its Friday and time is defiantly a factor here. If we don't get our trailers unloaded in time we miss our backhauls and the drivers are stuck for the weekend. That will be very costly.

Below is a list of the trailers that are in question.

Trailer# 1950 Paps# BGROA19682 Trailer# 2075 Paps# BGROA19744 Trailer# 2115 Paps# BGROA19748 Trailer# 1961 Paps# BGROA19730

<image001.jpg>

<image002.jpg><image003.png>

Dennis A Godinho

Operations
CANADA & U.S. BONDED
I.C.C CARRIER IN U.S. – P.C.V.X IN ONTARIO
Local: (519) 748-9880 Ext 2226-2228
Watts: 800-265-2743

Fax: 800-358-0407 E-mail dgodinho@blm.com Belore printing: Think Green! 😹 Revised Orientation Schedule

Page 1 of 1

Revised Orientation Schedule



Hisey, Michelle

Sent: Friday, May 10, 2013 10:30 AM McCurry, Edith; Szplett, Len

Rich, Adam

Edith McCurry & Len Szplett Orientation Mars Manteno, IL May 14-15, 2013

Tuesday, May 14th

Dan Day (Safety/Security) 9:30am

LeAndra Holly/Ursula Pickett (Worker's

Compensation) 10:00am

Tammi Fowler (Employee Relations) 10:30am Michelle Hisey/Adam Rich (Employee

Relations) 11:30am

Lunch

Cathy Phillips (Benefits, Leave of Absence) 1:30pm

Joe Smith (Fleet-DOT Drivers) 2:30pm

Chelsea Marlin/Claire LePage (Recruiting) 3:00pm

Wednesday, May 15th

Bobbie Iles(Payroll) 8:30am LaShawn Morrow (401k) 10:30am Lori Govan (Communications) 11:00am

Lunch

Jason Minghini (Quality) 1:30pm

Michelle Hisey

Human Resource Generalist - Employee Relations

Keijco Managament Services, LLC

P.O. Box 1607

2001 Riverside Drive (37406)

Chattanooga, TN 37401 Phone: 423-643-3342

Fax: 423-643-3325

American: Travel Receipt for LEONARD. A SZPLETT: 13MAY Trip from Chicago O'h...e IL, USA to Chattanooga T... Page 1 of 2

American: Travel Receipt for LEONARD.A SZPLETT: 13MAY Trip from Chicago O'Hare IL, USA to Chattanooga TN, USA

Susan Mayberry [smayberry@worldtrav.com]

Sent:

Tuesday, April 30, 2013 4:42 PM

To:

Szplett, Len

Cc:

McCurry, Edith

Attachments: 63331111.PDF (16 KB); 63331111.HTM (4 KB)

TRAVELER RESPONSIBILITY - PLEASE READ CAREFULLY

Review all names, routing, dates, and travel times and immediately report any corrections to the travel office within 24 HOURS from date of ticket issuance.

Any corrections noted after that time will be made within the guidelines and restrictions of the respective airline, hotel, and car rental companies and may incur penalties and increased cost.

Click here to add this itinerary to your calendar/organizer: http://my.infotriever.com/1100000024558540

SZPLETT/LEONARD. A

30Apr13 05:35pm KENCO

KENCO

2001 RIVERSIDE DRIVE

CHATTANOOGA TN 37406

BOOKING LOCATOR: NHUWU5

Fare: \$262.90

13May13 08:30pm Monday

1-800-251-9047 OR 423-267-9000

Air American Airlines Flight# 4363 Class:V Seat:09-A From: Chicago O'Hare IL, US 13May13 08:30pm Monday To: Chattanooga TN, USA 13May13 11:00pm Monday Meal: Equip: Embraer RJ140 Jet Status: Confirmed Stops: 0

OPERATED BY AMERICAN EAGLE AIRLINES DEPART TERMINAL 3 American Airlines locator: MKXADT

Arrival CHA 5/13/2013 11:00:00 PM EST local time

American: Travel Receipt for LEONARD.A SZPLETT: 13MAY Trip from Chicago O'h., e IL, USA to Chattanooga T... Page 2 or 2

MONDAY-FRIDAY 830AM - 500PM ET

FOR AFTER HOURS EMERGENCY ASSISTANCE CALL 1-800-251-9047 AND REFER TO CODE PK8M OUTSIDE THE U.S. CALL COLLECT 423-267-9000

********** AIRLINE TICKET IS NONREFUNDABLE. CHANGES MAY BE SUBJECT TO PENALTIES PLUS ANY DIFFERENCE IN FARE. CHANGES AND CANCELATIONS MUST BE MADE PRIOR TO FLIGHT DEPARTURE TIME OR TICKET VALUE MAY BE LOST.

Ticket Information

Invoice # 761964 Electronic Ticket # 0017247944523 30APR SZPLETT/LEONARD.A 262.90 USD Total Fare Totals for Invoice # 761964 234.42 AIR FARE 28.48 TAX 262.90 TOTAL AIR FARE 20.00 SERVICE FEE 282.90 AMOUNT CHARGED Amount Billed to CA......8840

ResFAX(r) Copyright(c) 1992-2013 Cornerstone Information Systems, Inc., Bloomington, IN

^{***}ResFAX Message ID 11567693*** ***ResFAX Itinerary E-Mail***

FW: Travel Receipt for LEONARD: A SZPLETT: 16MAY Trip from Chattanooga TN. L_A to Chicago O'Hare IL, USA Page 2 of 2

Arrival ORD 5/16/2013 6:40:00 PM CST local time

A GOVERNMENT ISSUED PHOTO ID IS REQUIRED TO TRAVEL FOR UP TO DATE TRAVEL ALERTS VISIT WWW.TSA.GOV VISIT WWW.WORLDTRAV.COM/BAGGAGE FOR INFORMATION REGARDING BAGGAGE ALLOWANCES AND POSSIBLE FEES. *_*_*_*_*_*_*_*_*_* ********WORLD TRAVEL SERVICE INC. ******* 1-800-251-9047 OR 423-267-9000

MONDAY-FRIDAY 830AM - 500PM ET

FOR AFTER HOURS EMERGENCY ASSISTANCE CALL 1-800-251-9047 AND REFER TO CODE PK8M OUTSIDE THE U.S. CALL COLLECT 423-267-9000

Ticket Information

Invoice # 763650 Electronic Ticket # 0067247944561 OlMAY SZPLETT/LEONARD.A 273.80 USD Total Fare Totals for Invoice # 763650 AIR FARE 234.42 39.38 TAX 273.80 TOTAL AIR FARE 20.00 SERVICE FEE AMOUNT CHARGED 293.80 Amount Billed to CA.....8840

ResFAX(r) Copyright(c) 1992-2013 Cornerstone Information Systems, Inc., Bloomington, IN

ResFAX Message ID 11573893 ***ResFAX Itinerary E-Mail***

American: Travel Receipt for LEONARD.A SZPLETT: 13MAY Trip from Chicago O'H... Page 1 of 2

American: Travel Receipt for LEONARD.A SZPLETT: 13MAY Trip from Chicago O'Hare IL, USA to Chattanooga TN, USA

Susan Mayberry [smayberry@worldtrav.com]

Sent:

Tuesday, April 30, 2013 4:42 PM

To:

Szpiett, Len

Cc:

McCurry, Edith

Attachments: 63331111.PDF (16 KB); 63331111.HTM (4 KB)

TRAVELER RESPONSIBILITY - PLEASE READ CAREFULLY

Review all names, routing, dates, and travel times and immediately report any corrections to the travel office within 24 HOURS from date of ticket issuance.

Any corrections noted after that time will be made within the guidelines and restrictions of the respective airline, hotel, and car rental companies and may incur penalties and increased cost.

Click here to add this itinerary to your calendar/organizer: http://my.infotriever.com/1100000024558540

SZPLETT/LEONARD. A

30Apr13 05:35pm

KENCO

2001 RIVERSIDE DRIVE

CHATTANOOGA TN 37406

BOOKING LOCATOR: NHUWU5

Fare: \$262.90

13May13 08:30pm Monday
Air American Airlines Flight# 4363 Class:V Seat:09-A
From: Chicago O'Hare IL, US 13May13 08:30pm Monday
To: Chattanooga TN, USA 13May13 11:00pm Monday
Meal: Equip: Embraer RJ140 Jet Status: Confirmed
Stops: 0

OPERATED BY AMERICAN EAGLE AIRLINES DEPART TERMINAL 3 American Airlines locator: MKXADT

Arrival CHA 5/13/2013 11:00:00 PM EST local time

A GOVERNMENT ISSUED PHOTO ID IS REQUIRED TO TRAVEL FOR UP TO DATE TRAVEL ALERTS VISIT WWW.TSA.GOV

--*-*-*
VISIT WWW.WORLDTRAV.COM/BAGGAGE FOR INFORMATION REGARDING BAGGAGE
ALLOWANCES AND POSSIBLE FEES.

American: Travel Receipt for LEONARD.A SZPLETT: 13MAY Trip from Chicago O'H... Page 2 of 2

FOR AFTER HOURS EMERGENCY ASSISTANCE CALL 1-800-251-9047 AND REFER TO CODE PK8M OUTSIDE THE U.S. CALL COLLECT 423-267-9000

AIRLINE TICKET IS NONREFUNDABLE. CHANGES MAY BE SUBJECT TO PENALTIES PLUS ANY DIFFERENCE IN FARE. CHANGES AND CANCELATIONS MUST BE MADE PRIOR TO FLIGHT DEPARTURE TIME OR TICKET VALUE MAY BE LOST.

Ticket Information

Invoice # 761964 Electronic Ticket # 0017247944523 30APR SZPLETT/LEONARD.A Total Fare 262.90 USD Totals for Invoice # 761964 AIR FARE 234.42 TAX 28.48 TOTAL AIR FARE 262.90 SERVICE FEE 20.00 AMOUNT CHARGED 282.90 Amount Billed to CA.....8840

ResFAX(r) Copyright(c) 1992-2013 Cornerstone Information Systems, Inc., Bloomington, IN

^{***}ResFAX Message ID 11567693***
ResFAX.Itinerary E-Mail



SZPLETT/LEONARD.A	BOOKING LOCATOR: NHUWU5 Fare: \$262.90	10-May-2013 10:40 a Page 2 of KENCO . 2001 RIVERSIDE DRIVE CHATTANOOGA TN 37406
	Ticket Information Invoice # 779825 Ticket # 10MAY SZPLETT/LEONARD.A TOTAl Fare 0.00 Totals for Invoice # 779825 SUBTOTAL TOTAL INVOICE AMOUNT AMOUNT CHARGED Amount Billed to CA8840	0.00 0.00 0.00
		•

McCurry, Edith

From: Karen Smith [ksmith@millermartin.com]

Sent: Friday, November 01, 2013 1:57 PM

To: McCurry, Edith Cc: Walsh, Kelvin

Subject: Mary Madison/Kenco Logistics - Confidential - Privileged and/or Work Product

Edith:

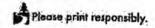
As you may know, a former employee of Kenco's, Mary Madison, has filed a charge of discrimination against the company alleging that she was discriminated against because of her race and gender. She also alleges retaliation based on a complaint she claims to have made to you on June 25, 2013. This firm has been retained to represent Kenco in responding to Ms. Madison's allegations. To that end, would you have some time on Monday, November 4, 2013, to speak with me briefly about the charge? Kelvin Walsh has given me your contact information, and I am happy to give you a call at a time that is convenient for you. In the meantime, could you verify for me one way or another whether Ms. Madison ever lodged any type of complaint of discrimination with you on June 25 (or at any other time)?

Thank you, and I look forward to hearing from you.

Karen M. Smith Miller & Martin PLLC

Suite 1000 Volunteer Bldg. 832 Georgia Avenue Chattanooga, TN 37402 Phone (423) 785-8209 Fax (423) 321-1565





CONFIDENTIALITY NOTICE

The information contained in this e-mail message is legally privileged and confidential, and is intended only for the use of the addressee. If you are not the intended recipient, please be aware that any dissemination, distribution or copy of this e-mail is prohibited. If you have received this e-mail in error, please immediately notify us by reply e-mail and delete this message and any attachments. Thank you.

Please also advise us immediately if you or your employer does not consent to receipt of Internet e-mail for confidential messages of this kind.

DISCLAIMER

Pursuant to Circular 230 issued by the United States Treasury Department and relating to practice before the Internal Revenue Service, any comment or opinion in this communication relating to a federal tax issue is not intended to be used, and cannot be used, by a taxpayer for the purpose of avoiding tax-related penalties that may be imposed on the taxpayer.



Document Number: CP-BIC-802	Incident Reporting Procedures	Revision: 01
Revision Date: 9/9/2014	Replaces: CP-RM-6.2.101	Effective Date: 11/15/2014

Approval: Author, Date	
SCOT KROLL 10/29/2014	
Approval: QC, Date	Approval: Author Group, Date
Kim Stamblin 10/29/2014	Art June 10/29/14

1.0 PURPOSE

This document outlines and defines Kenco's Incident Reporting Procedures

2.0 SCOPE

This document applies to all Kenco operated facilities.

3.0 DEFINITIONS

Incident - An event that disrupts normal activities and **may** result in a business/insurance loss or claim. Incidents can occur anywhere, including Kenco owned or leased property, Kenco managed sites, while traveling, or other offsite service locations.

Injury - On-the-job or alleged injury on-the-job, related to full-time associates, temporary associates, onsite vendors, contractors and/or visitors. This also includes those incidents that occur during business travel (such as, attending meetings, conventions, and while staying at motel/hotel – this is not an allinclusive list).

Employment Practices - Any event that could result in charges against employment practices, such as but not limited to harassment, discrimination, wrongful termination and defamation.

Medical Emergency - Anytime emergency personnel (e.g. ambulance, police, etc.) are called to the site, these incidents should be reported for corporate record keeping purposes.

Property Damage/Customer Property - Damage to Property and Product/Inventory: applies to building structure, surrounding premises (e.g. office park), land (including environmental), racking/shelving, etc.

Security Events - Include things like burglary, robbery, theft (location or transit), misplacement, false pretenses, employee dishonesty, threats, assaults, etc.

Theft/Shortage - Consists of but not limited, to: office equipment, computer software, machinery, furnishings, supplies, property of others, important records/documents, and most notably, customer inventory losses/discrepancy's, etc.

Note: Refer to Procedure for Inventory Control (CP-OP-7.5.4.006) for additional guidance in reference to customer inventory control.

Transportation

- Automobile/Truck incident involves:
 - 1. Kenco associate driving Kenco-owned, leased or rented vehicle
 - 2. Kenco associate driving personal vehicle for Kenco business activities. Please note, employees using their own vehicle for Kenco business activities are required to have the minimum liability coverage limits. Losses will generally be applicable to the employee's insurance coverage.
 - Damage to Kenco-owned, leased, rented vehicle or other units (e.g. trailers) under Kenco control.
 - Damage and/or Injuries to other parties due to Kenco-owned, leased or rented vehicle.
- Collision Damage: Involves vehicles, aircraft, and Power Industrial Trucks.

Exhibit 30



Document Number:	Rev#	Title:
CP-BIC-802	00	Incident Reporting Procedures

 Comprehensive Damage (to vehicle): Examples include but are not limited to: cracked windshield, vandalism, damage due to weather (i.e. hail).

Note: Individual(s) not employed by Kenco may not operate a Kenco vehicle without prior notification and appropriate authorization by Kenco leadership/Risk Management.

4.0 RESPONSIBILITIES

Site Management – responsible for the overall implementation and enforcement of this policy at the assigned site.

Risk Management – responsible for the overall implementation and enforcement of this policy across Kenco Family of Companies.

Site Human Resources (or designee) – responsible for ensuring all new hire associates are advised of this policy.

Site Safety-Security Advocate SSA (or designee) – responsible for assisting Site Manager in the implementation and enforcement of this policy.

All Kenco Associates – responsible for complying with and adhering to requirements mandated by Kenco and Site Management.

5.0 PROCEDURE

- 1. Non-Commercial Vehicles
 - Associates must contact the local authorities to report all incidents resulting in injury or property damage
 - When possible, preserving the incident scene or disturbance of any physical evidence should be prevented until the local authorities arrive. NOTE: Associates should refrain from making comments or providing statements to anyone except local authorities.
 - Identify and record the names of all individuals who witnessed the incident. NOTE: If local
 authorities choose not to investigate an incident, associate should secure contact and insurance
 information for all drivers involved in the incident.
 - When possible, obtain photographs of the incident scene. All photographs should be auto-dated by the camera or cell phone.
 - Report all automobile incidents to a Supervisor, Manager or Site Safety Advocate immediately or immediately upon discovery of damage to an automobile i.e. damage to parked vehicle.
 - Securing and providing police reports upon request from Supervisor, Manager or Risk Management.

NOTE: If an associate is medically unable to notify his/her superiors after an incident, the associate's Supervisor or Site Safety Advocate is responsible for reporting the incident to Risk Management <u>immediately</u> upon notification.

2. Commercial Vehicles

See CP-RM-7.5.1.302 CMV Accident Procedures.

3. All Other Incidents

- Associates must report any conditions that they consider unsafe or threatening to their supervisor, manager or Risk Management.
- Immediate reporting of all incidents to a Supervisor, Manager or Site Safety Advocate.
- When possible, preserving the incident scene. Disturbance of any physical evidence should be
 prevented until management arrives on the scene. NOTE: Associates should refrain from making
 comments or providing statements to anyone except their Supervisor or other Kenco
 management.



Document Number: CP-BIC-802	13377	
CP-BIC-802	00	Incident Reporting Procedures

- Site Management will ensure the following actions are completed:
 - The incident scene has been secured and an incident investigation is conducted (CP-SH-819).
 - All incidents involving a work related injury are called into the Medical Triage, as outlined in Wokers' Compensation Procedure (CP-RM-6.2.100 (new # CP-BIC-801).
 Note: All injuries involving a Kenco full-time associate must be called into the Medcore Nurse Triage line, (See Nurse Medical Triage Instructions on KencoConnection www.kencoconnection.com/www/docs/495). All injuries involving a Kenco temporary associate must be called into the respective temporary agency.
 - All incidents are to be reported to Risk Management immediately but within no more than 24 hours of incident notification. Incidents must be reported via Kenco's Risk Management Information System (RMIS). See RMIS Incident Reporting Instructions on KencoConnection under Risk Management, Business Insurance & Claims Section.
 NOTE: In the case of incidents that result in fatality or a serious injury requiring hospitalization of any associate, on-site vendor, contractor or visitor, the incident must be called into the Risk Management Department IMMEDIATELY, regardless of day or time of event. The incident report for these incidents must be submitted within 6 hours of notification of an incident. Kenco is required to report certain incidents to the local Occupational Safety and Health Administration (OSHA) office within eight hours of the incident.
 - Immediately report to the scene of serious incidents, and when possible, incidents involving Kenco personnel resulting in damage or injury to non-Kenco vehicles and third party.
 - Obtain and submit an official police report to Risk Management within 5 days of the accident. If the police report is not available after 5 days, notify Risk Management of the report status.
 - Secure repair estimates and/or make a vehicle or other Kenco property available for inspection by the insurance adjuster.
 - Correct unsafe conditions or actions that contributed to the incident as appropriate and report
 any and all corrections to Risk Management utilizing the HR OFI Procedures if appropriate.
 - Assure that emergency equipment used in the incident for which Kenco is responsible has been replaced or returned to normal operating conditions.
 - Enusre that associates (current and new hires) are aware of and understand this policy, the reporting requirements and their responsibilities.
 - Review all incident reports that occur at their site(s).

Note: A Post Incident Drug Screen is required when an employee is injured due to an on-the-job injury or when any property is damaged. The employee must undergo an acceptable alcohol and/or drug screen within 24 hours of the injury/property damage.

Due to privacy laws, Canadian facilities are exempt from Post Incident Drug Screens.

ALL incidents must be reported in the Risk Management Information System.

6.0 REFERENCES

RMIS Incident Reporting Instructions – KencoConnection, Risk Management, Business Insurance and Claims Section

(CP-RM-7.5.1.302)/CP-DOT-805 - CMV Accident Procedure

(CP-RM-6.2.100)/CP-BIC-801 - Workers' Compensation Procedure

CP-SH-819 - Incident Investigation & Root Cause Analysis Procedure

CP-OP-7.5.4 006 - Procedure for Inventory Control

7.0 HISTORY

Revision Number	Date	Description of Revision
00	5/22/2014	Complete Revision – This document replaces CP-RM-6.2.101 Rev.
01	9/9/14	Add language under "Note" for Canadian law

November 22, 2013 Page 12

does not produce any notes or other documentation pertaining to the alleged meeting. Ms. McCurry is an HR Clerk employed at the Mars facility; 12 she reports to Len Szplett, Office/HR Manager at the facility. Ms. McCurry does not remember a specific date, but she confirms that Ms. Madison spoke to her on one occasion about some frustrations she was having. In particular, Ms. Madison told Ms. McCurry that she was concerned about her ability to convey to Mr. Walsh what she needed in order to do her job. She also stated that she would ask for certain things to be done by various people and that she was not getting the results she was looking for. Pointedly, Ms. Madison never said she felt she was being discriminated against on any basis, and she specifically told Ms. McCurry that she did not want her to do anything. Thus, Ms. McCurry never told anyone at Kenco about her conversation with Ms. Madison, including Mr. Walsh, Ms. Hise, or Ms. Fowler.

Based on the above, Kenco denies that Ms. Madison engaged in protected activity. While she apparently spoke with Ms. McCurry about some workplace issues she felt she was having, she never claimed discrimination and she never stated that she felt she was having these issues because she was Black or female.

Even if Ms. Madison's conversation with Ms. McCurry could be viewed as protected activity, however, Mr. Walsh, Ms. Hise, and Ms. Fowler – the three individuals involved in the decision to place Ms. Madison on a PIP and/or to ultimately terminate her employment – were completely unaware of the conversation. It is axiomatic that there can be no retaliation if the decision makers were unaware of the alleged protected activity. Luckie v. Ameritech Corp., 389 F.3d 708, 715 (7th Cir. 2004) ("The key inquiry in determining whether there is a causal connection . . is whether [the decision maker] was aware of the allegations of discrimination at the time of her decisions to place [plaintiff] on a PIP and terminate her employment; absent such knowledge, there can be no causal link between the two."); Tomanovich, 457 F.3d at 668 (plaintiff's claim of retaliation failed where there was no evidence that company was aware of complaints); Miller, 203 F.3d at 1008 ("an employer cannot retaliate when it is unaware of any complaints"). Further, it is not sufficient that a decision maker could have or should have had knowledge of an alleged complaint; only actual knowledge will suffice. Luckie, 389 F.3d at 715; Tomanovich, 457 F.3d at 668.

While Ms. Madison may argue that, despite this absence of knowledge on the part of Ms. Hise, Mr. Walsh, and Ms. Fowler, she can still establish a claim using the indirect method of proof, under this method, she must still show that she engaged in protected activity, that she was satisfactorily performing the functions of her job, and that similarly situated individuals were treated differently. As set for above and in paragraphs II.B.1 and 2, Ms. Madison cannot establish any of these elements. Her claim of retaliation must, therefore, fail.

EXHIBIT 31

¹² As an HR Clerk, Ms. McCurry's position was predominately clerical in nature. She is responsible for, among other things, processing payroll, maintaining personnel files, entering new hire information into the system, administering benefit information, etc. A copy of her job description is attached hereto as Exhibit 26.

Charge No. 2014CF0475. Page 2

ANSWER: A position statement will be submitted setting forth Kenco's response to the Complainant's allegations. Individuals with direct knowledge of the allegations include:

Kelvin Walsh General Manager c/o Miller & Martin PLLC Suite 1000, Volunteer Building 832 Georgia Avenue Chattanooga, TN 37402 423-756-6600

Paula Hise Vice President of Operations c/o Miller & Martin PLLC Suite 1000, Volunteer Building 832 Georgia Avenue Chattanooga, TN 37402 423-756-6600

Len Szplett Human Resources Representative c/o Miller & Martin PLLC Suite 1000, Volunteer Building 832 Georgia Avenue Chattanooga, TN 37402 423-756-6600

Tammi Fowler Senior Manager of Employee Relations c/o Miller & Martin PLLC Suite 1000, Volunteer Building 832 Georgia Avenue Chattanooga, TN 37402 423-756-6600

Brian Davis
Director of Procurement
c/o Miller & Martin PLLC
Suite 1000, Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402
423-756-6600

Charge No. 2014CF0475 Page 3

- If Complainant was employed at Respondent, provide the following personnel data on Complainant:
 - a. Date of hire; and name of person who made hiring decision.
 - Position(s) in which Complainant was employed. (If more than one, list each, and the relevant dates).
 - Copies of all other personnel records relevant to the charge, including, but not limited to:

Job Description

Work quality evaluations

Work samples

Attendance records

Disciplinary records

Any medical records describing Complainant's condition, if applicable.

ANSWER: The Complainant was hired by Kenco on May 13, 2013 to serve as its Quality Engineer at the Mars facility. A copy of her job description is attached hereto as Exhibit 2; a copy of her personnel file (with personal identifying numbers and information redacted), is attached hereto as Exhibit 3.

On the Issue of Discharge:

- A6. Provide a detailed explanation of discharge procedures including but not limited to:
 - A copy of Respondent's discharge policy.
 - b. Appeal rights.
 - Availability of those procedures to employees.
 - d. Persons in authority to effect a discharge, either by final decision or recommendation.
 - e. The extent of union involvement.
 - f. Copies of all applicable collective bargaining agreements and company rules.

ANSWER: Kenco does not have a written discharge procedure applicable to exempt-level employees at the Mars facility. However, Kenco generally tries to work with exempt employees informally (through conversations, emails, etc.) to correct any performance or behavioral issues. If such informal guidance does not help, exempt employees are placed on a Performance Improvement Plan ("PIP") that sets forth the specific issues and expectations, provides guidance on how to correct the issues, and provides a time frame within which to do so. If the level of improvement sought is not met at the end of the PIP, the employee may be terminated. The exact process, however, is dependent on the circumstances, as some behavior can constitute grounds for immediate termination. There are no appeal rights and, there is no union or collective bargaining agreement in place. All terminations have to be approved by Human Resources.

10/8/2014

Kenco Group HR Contact List

CONNECTION



THE KENCO



PR

EMI

ADD

HEHEG GECA 47 16 57 ETE. CO-SUMCAPO. CG PAILY DIASCIONY HUMAN RESOURCES DELESTRICKS MARTEURIN INFORMATION TECHNIOLOGY PENCO ACCOUNTAGE DUALITY

REAL ESTATEMANITEMENCE BUTH L'ANAGEGENT LEARNING A DEVELOPMENT

WHO WE ARE LIDEATIONS - JOHN RESERVACES CAPER DEPORTUNITIES ETPLOYEE PEUDE HOUSE PROCEDURES AND FORMS

La Del Cooper

Linda Backer

Michaele Miler

Belinda Mera

Steve Raso

Susan Craig

Suzanne Carter

Scot Pickinpaugh

Mary Fox

Candace Rives

Norm Bresemann

Eugene Kligore

Karina Naverro

Dan Sivley

Suzzanna Little

Home > HR/Payroll

tect List	Corporate i	HR Contact List		
Site Name	HR Site Contact	Email	Phone	
American Standard	Fay Guy	lay.guy@kencogroup.com	(214) 530-9833	
Bo Park 3	David Meredith	david,meredith@kencogroup.com	(423) 643-3494	
Влессо	Justin Levick	jus lin Jevick@kancogroup.com		
Public CA	Kethle Harris	kathleen herris@kencogroup.com	(909) 393-6371	
Carrier	Patty Bomian	patty-bomlan@kancogroup.com	(423) 648-2710	
Cartech Allentown	Cell Paules	cpaules@cartach.com	(610) 285-4785	
Cartech Bolingbrook	Bill Goodali	bill.goodat@kencogroup.com	(630) 771-1020	
Cartech Dundee	Susan Rich	srich@cartech.com	(734) 528-8935	
Cartech Hartsville	Elizabeth Lackey	elizebeth.lackay@kencogroup.com	(843) 335-5835	
Cartech Houston	Bill Goodali	bitt.goodal@kancogroup.com	(630) 771-1020	
Cartech Rancho	Mama Rivas	mrives@cartech.com	(909) 476-4000	
CH1 TN	David Maredith	david.meredi#@kencogroup.com	(423) 643-3494	
CH78 TN	David Meredith	david_meredith@kencogroup.com	(423) 643-3494	
CH6D TN				
Dupont Live Oak TX	Matt Myers	mail:myers@kancogroup.com	(409) 735-8193	
Electrolux Asheville	Zerella Urrunega	zarelia.umnaga@tencogroup.com	(828) 687-8537	
Electrolux Dallas	Nickle Shaw	moaxulorsolo@wariz.e.eban	(214) 623-0635	
Electrokux FL	Pete Bradley	kencograup.com		
Electrolux GA	Liz Ferguson	liz.ferguson@kencogroup.com	(770) 210-8183	
Electrokux Neshville	Alicia Kennedy	alicia.kennedy@kencogroup.com		
Keurig Green Mountain NJ	Tamika Still	tamika.siii@kencogroup.com	(609) 208-2828	
Keurig Green Mountain TN	Jai Greer	jal.grear@kencogroup.com		
GPI MI	Chuck Cobb	charles.cobb@kencogroup.com	(910) 272-0211	
GPINC	Ann Baker	ann.baker@kencogroup.com	(910) 272-0211	
GSK Fresno	Jessie Lopez	jes s u.m.lopez@gsk.com	(559) 237-2651	
GKS Knowlife	Rob Greene	robertzgrænæ@gsk.com	(865) 558-3405	
GSK Memphia	Juanita Esson	juanita.a.sason@gsk.com	(901) 312-3724	
GSK Zebulon	Dan Hagwood	dan.c.hagwood@gsk.com	(919) 269-1260	

(Inda a becker@gsk.com

sh.cralg@invista.com

mr.Jozoffinista.com

ds Wey@komabiung.com

HAH	SF-SR FATI	ויט		
	THE HARM		105	
H-IS	ing pan	INZ.	_	
04:0	ed by Si	ieNov.	tron:	
	William			

GSK VA

GSK York

Haier CA

Haier GA

Haler NJ

Honeywell

Invisto Camden

Inviste TN

Invista Seaford

Invista Waynesboro

Keurig CA

KM Logistics (Cummins)

KMHS Fleet Services

Kohler CA

Kometsu

KTL AL

10/8/2014

Kenco Group HR Contact List

KTL Corporate	Ryan Taylor	ryan.taylor@kencogroup.com	(423) 643-352
KTL FL WP	Eugene Kilgore	eugene.kilgore@kencogroup.com	(423) 643-332
KTL GA	Donna Simmons	kencograup.com	
KTL GAWP	Eugene Kilgore	eugene kilgore@kancogroup.com	(423) 643-3322
KTL Ratiston OH	Eugene Kilgore	виделе жіздоге Фкат со дриги пост	(423) 643-3322
KTL OH WP	Eugene Kligore	eugene kilgore@kencogroup.com	(423) 643-3324
KTL TN	Linda Smith	linda.smith@kencogroup.com	(423) 643-360
KTL TX WP	Eugene Kilgore	eugene.ldkore@kencogroup.com	(423) 643-3322
KTM Freight Brokerage	John Conraid	john.conrad@kancogroup.com	(423) 643-350
KTM Freight Services	Turney Thompson	sumsychomps on @kencotrans.com	(423) 894-4622
KTMUT	Turney Thompson	turney.thomps on@kencotrans.com	(423) 894-4622
KTS Trucking Nashville	Edwin Harrison	edwin.hsmison@kencogroup.com	(815) 252-8976
KTS Trucking Chattanooga	Kim Cordell	kim.cordel@kencogroup.com	(423) 643-3472
KTS Trucking SLC UT			
Mars Menteno 1	Edith McCurry	edith.mccurry@kencogroup.com	(815) 468-9999
VM NUA	Sheryl Richardt	sheryl.richard@kancogroup.com	(812) 833-3417
MJN Zeeland	Sheryl Richard	sheryl.richent@kencogroup.com	(812) 833-3417
Raiston CA	Claudia Moreno	daudia.moreno@kencogroup.com	(909) 335-3415
Raision OH	Teresa Cramer	leres.e.cramer@kencogroup.com	(614) 409-8754
SLC Public			
Sealed Air Bethlehem	Callean Shields	colleen.shields@kencogroup.com	
Sealed Air Dellas			
Sealed Air Houston			
Sealed Air Reading	Colleen Shields	colleen.ableids@kencogroup.com	
Sealed Air SC			
Stoelcase CA			
Steelcase WA	Kristine Withers	kristine.withers@kencogroup.com	
Siryker	Jill Tooman	mca.quongcons/@ramoat.llij	(269) 276-4116
USG MA	BAI Invin	bill.lrwin@lencogroup.com	(978) 772-1100
USGNJ	Elmer Cherry	elmer.chemy@kencogroup.com	(732) 326-1153
Utah Public			1
Valeant (VPI)	Astrid Restrepo	mco.quergcons/goqsteer.bitiss	(423) 548-9393
WP McDonough	Shawn Brown	mos.quorgconsk@mend.nwarlz	(770) 288-4857
WP Orlando	Tammle Tate	tammie.tate@kencogroup.com	(407) 812-0548
WP Wilmer	Tyler Wood	Ner.wood@kencogroup.com	(972) 525-3850

Payroll | Benefits - new

This page was last updated on Mon Aug 25, 2014.

Pocered by SceNo: From Williams Web

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 47 of 99 PageID #:410



Edith McCurry HR Administrator

Phone 815-468-9999 Ext. 464 Fax 815-468-2468 edith.mccurry@kencogroup.com

Kenco Logistic Services 1125 Syramore Street | Manteno. IL 60950





Brown, Laveppia J.

From:

Karen Smith <ksmith@millermartin.com>

Sent:

Friday, March 21, 2014 11:40 AM

To:

Brown, Laveppia J.

Subject:

Re: Madison v. Kenco

In addition to Kelvin Walsh and Tammi Fowler, Len Szplett and Edith McCurry will also attend. Thank you.

Sent from my iPhone

On Mar 21, 2014, at 10:56 AM, "Brown, Laveppia J." < Laveppia.J.Brown@Illinois.gov > wrote:

Good morning,

Please advise who will be in attendance for the conference scheduled for April 2nd thanks.

Karen M. Smith Miller & Martin PLLC

Suite 1000 Volunteer Bldg. 832 Georgia Avenue Chattanooga, TN 37402 Phone (423) 785-8209 Fax (423) 321-1565

From: Karen Smith [mailto:ksmith@millermartin.com]

Sent: Tuesday, March 18, 2014 4:16 PM

To: Brown, Laveppia J.

Subject: Re: Madison v. Kenco

Ms. Brown:

This will confirm that this hearing has been rescheduled for April 2 at 3:00pm. Again, I apologize for the inconvenience and appreciate the accommodation.

Sent from my iPhone

On Mar 18, 2014, at 7:39 AM, "Karen Smith" < ksmith@millermartin.com > wrote:

Ms. Brown:

This is a follow up to the voice message I left for you earlier today. I truly apologize for the inconvenience, but please let me know if we can reschedule today's 1:00pm hearing. I have apparently come down with a stomach bug and I do not believe I would be able to sit through the hearing. I also do not want to pass this on to others. Further, in speaking with one of our witnesses this morning, Tammi Fowler, she has bronchitis and can hardly speak. Thus, if we can pick another date, it would be greatly appreciated. We can also make sure Ms. McCurry and Mr. Szplett are available at that time. Thank you for your understanding and cooperation.

Sent from my iPhone

On Mar 17, 2014, at 4:44 PM, "Brown, Laveppia J." < <u>Laveppia.J.Brown@Illinois.gov</u>>wrote:

I will also need to interview Edith McCurry since Complainant has alleged that she reported unlawful discrimination to her. Thanks,

Karen Smith - Ext. 209 Member Chattanooga Office

Karen M. Smith Miller & Martin PLLC

Suite 1000 Volunteer Bldg. 832 Georgia Avenue Chattanooga, TN 37402 Phone (423) 785-8209 Fax (423) 321-1565

	1	

CONFIDENTIALITY NOTICE

The information contained in this e-mail message is legally privileged and confidential, and is intended only for the use of the addressee. If you are not the intended recipient, please be aware that any dissemination, distribution or copy of this e-mail is prohibited. If you have received this e-mail in error, please immediately notify us by reply e-mail and delete this message and any attachments. Thank you.

Please also advise us immediately if you or your employer does not consent to receipt of Internet e-mail for confidential messages this kind.



Bruce Rauner, Governor Janice Glenn, Acting Director

MARY D. MADISON V. KENCO LOGISTIC SERVICES IDHR CHARGE NO.: 2014CF0475

Enclosed are true and correct copies of documents from the Illinois Department of Human Rights file, made and kept in the ordinary course of business, regarding the above-referenced charge filed with the Department.

YOLANDA G. GODWIN

FREEDOM OF INFORMATION OFFICER

DATE:

SUBSCRIBED and SWORN to before me

THIS DAY of September, 2016

NOTARY PUBLIC

OFFICIAL SEAL
DONNA M EVANS
NOTARY PUBLIC - STATE OF ILLINOIS
NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:06/03/18

RE: Employee Morris Tyson status

Page 1 of 2

RE: Employee Morris Tyson status

Moore, Suzanne

Sent: Thursday, August ZZ, 2013 8:59 AM
To: Phillips, Cathy, Szpiett, Len

Cas McCurry, Edith

I can certainly set him up using a Medical Personal Leave of Absence which gives the employee 30 days unpaid leave. Throughout our interactive Process we review Physician's Statements to determine the timeframe we can continue to offer job protected coverage.

If you can send me copy of his Job Description I can mail him a packet for his Physician to fill out. We will notify you when a determination is made about the length of time he will be covered and when we will reassess the time he would need off.

Please let me know if you have any questions during this process.

Thank you,

Suzanne Moore Benefits Administrator 423.643.3415

From: Phillips, Cathy
Sent: Wednesday, August 21, 2013 6:43 PM
To: Szplett, Len
Cc: McCurry, Edith; Moore, Suzanne
Subject: RE: Employee Morris Tyson status

Len,

We have a 30 day personal leave of absence that can be utilized in this situation. Suzanne will be in touch with you tomorrow (Thursday) to discuss this and also the option of extending the leave beyond 30 days if necessary (by utilizing the interactive Process under ADAA).

Cathy

Cathy Phillips Benefits Manager Phone: 423-643-3336

Kenco Management Services, LLC

From: Szplett, Len Sent: Monday, August 19, 2013 3:19 PM To: Phillips, Cathy Cc: McCurry, Edith Subject: Employee Morris Tyson status

Hella Cathy, we have an employee, one of our spotters, Morris Tyson, who's gone through his 12 weeks of FMLA.

Exhibit 35

https://oma.kencogroup.com/owa/?ae=Item&t=IPM.Note&id=RgAAAADQ2SjZLeDxS4y... 8/22/2013

RE: Employee Morris Tyson status

Page 2 of 2

with the Hartford. He sustained injuries to both his hands and has been off since 5-21-13. I'm inquiring as to what we can do to keep Morris In an unpaid leave category? He has a 1-19-2004 hire date that carried over with him from 4T's to Kenco in the needed spotter position.

Can you advise what our options may be ? We need to advise Morris what his status is with the Kenco company. Since this happenned 30 days after transition to Kenco, he still has his 60 days to complete to qualify for Cigna heath coverage.

Can you please let us know what we can do for him?

Thank you. Len Szplett Kenco Logistic Services Mars-Manteno DFC#US24 815-468-4488

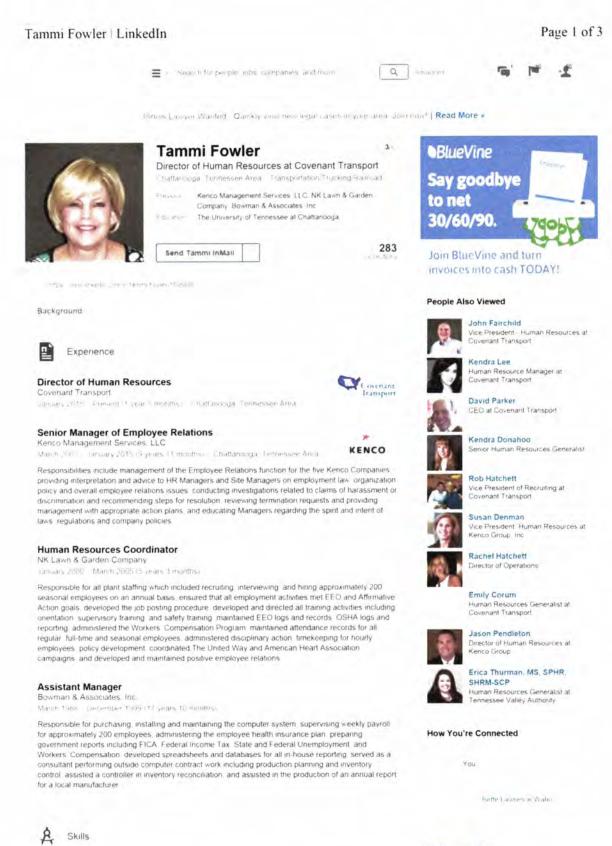
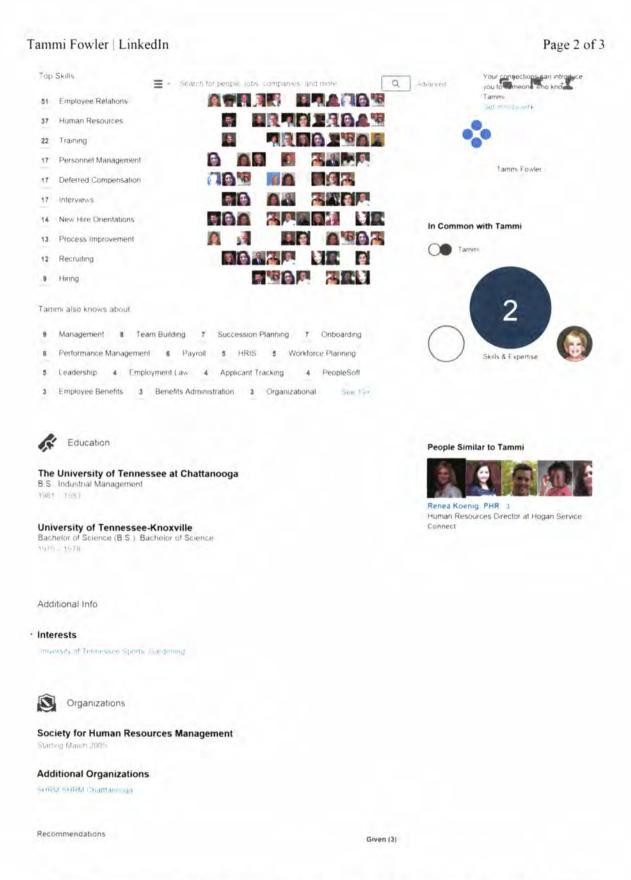
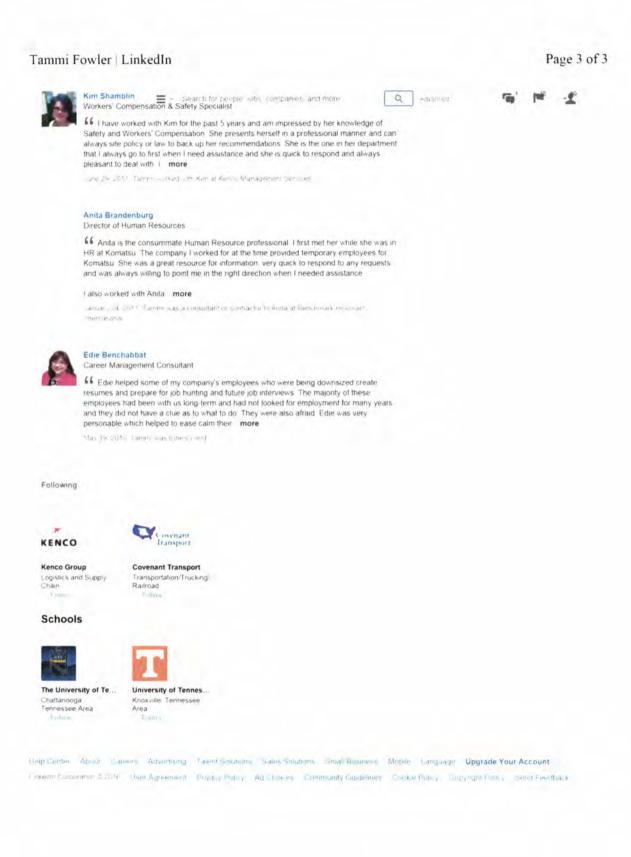


Exhibit 37

https://www.linkedin.com/in/tammi-fowler-1595888?authType=NAME_SEARCH&authTo... 5/7/2016



https://www.linkedin.com/in/tammi-fowler-1595888?authType=NAME_SEARCH&authTo... 5/7/2016



https://www.linkedin.com/in/tammi-fowler-1595888?authType=NAME_SEARCH&authTo... 5/7/2016

Rebekah Funk

From: Coffey, Robert

Sent: Wednesday, June 04, 2014 3:17 PM

To: Helveston, Andrew; Tumpane Jr., Bill; Friker, Kevin; Weisel, Gabi; Terrell, Larry;

Charboneau, Meghan; Pacchioli, Michael; Wasik, Toni; Search, Jeremy; Bush, Zakhary; Maurer, Melody; Bennett, Keith; Iuvone, Anthony; Lella, John; Waguespack, David; Knies,

Ingrid; Latham, Kimberly; Haywood, St Clair; Martinez, Michael; Maggio, Jennifer

Cc: Moore, Todd

Subject: FW: Personnel Change Announcement

Importance: High

Please see below for the Personnel Change Announcement for the Manteno site and forward to any other contacts that you feel are appropriate.

Regards,

Robert Coffey

Mars Chocolate, North America Regional Distribution Manager - Midwest Chicago Plant 2019 North Oak Park Ave, Chicago, IL 60707



M: 773-892-7735

E: robert.coffey@effem.com

From: Hise, Paula [mailto:Paula.Hise@Kencogroup.com]

Sent: Wednesday, June 04, 2014 12:36 PM

To: Coffey, Robert

Cc: Moore, Todd; Jabaley, David

Subject: Personnel Change Announcement

Good afternoon,

Effective immediately, Kelvin Walsh is no longer serving in the role of General Manager at the Manteno site. We are currently recruiting for a permanent replacement. In the meantime, David Jabaley will be acting as the interim site General Manager. Please work directly with David related to any projects or activities that might have otherwise gone to Kelvin. Additionally, please circulate this announcement to the applicable contacts within the Mars organization. David's email address is david.jabaley@kencogroup.com and his cell number is 423-593-6045.

Thanks, and we will keep you informed of our progress in recruiting a permanent replacement for this open position.

Paula Hise

Group VP, Health & Personal Care 2001 Riverside Drive - Chattanoogu, TN - 3740/c Qffice: 423-443-3748 - Mobile: 423-200-3749

Exhibit 39

Rebekah Funk

From: Coffey, Robert

Sent: Thursday, June 05, 2014 5:21 PM

To: Moore, Todd; 'david.jabaley@kencogroup.com'

Subject: RE: Day 2

Seems to be going well- Mike and David are in a meeting now and had spent a lot of time on the floor with the associates- We also met with Russ and the Co-Pack team to discuss PIPO, Re-routes and begun to outline a game plan.

Regards,

Robert Coffey

Mars Chocolate, North America Regional Distribution Manager - Midwest Chicago Plant 2019 North Oak Park Ave, Chicago, IL 60707

M: 773-892-7735

E: robert.coffey@effem.com

----Original Message-----From: Moore, Todd

Sent: Thursday, June 05, 2014 4:10 PM

To: 'david.jabaley@kencogroup.com'; Coffey, Robert

Subject: Day 2

David-

How is the site today? Moral? Productivity?

Todd

2:16-cv-02273-CSB-EIL #83-23 Page 2 of 3



Bruce Rauner, Governor Rocco J. Claps, Director

HENRY VERNON V. KENCO LOGISTIC SERVICES IDHR CHARGE NO.: 2015CF1315

Enclosed are true and correct copies of documents from the Illinois Department of Human Rights file, made and kept in the ordinary course of business, regarding the above-referenced charge filed with the Department.

YOLANDA G. GODWIN
FREEDOM OF INFORMATION OFFICER

5/3/2016 COCAMAN CONTROL

DATE:

SUBSCRIBED and SWORN to before me

THIS BYODAY of Man , 2016.

NOTARY PUBLIC

OFFICIAL SEAL
DONNA M EVANS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES/06/03/18

2:16-cv-02273-CSB-EIL #83-23 Page 3 of 3

Name	Ethn	Job Ø	re Date	Terminatio	n Reason
Walsh, Kelvin J.	1 White	GM1 - General Manager I	6/4/2014	6/4/2014	Performance/Quality
Contreras Jr., Joel	1 - White	SUP1 - Supervisor I	4/21/2013	1/15/2014	Abandoned Job
Hansen, Melissa M.	1 - White	OM1 - Operations Manager I	5/1/2014	12/19/2014	Resigned without Notice
Manzello, Michael J.	I - White	OMI - Operations Manager I	7/1/2013	9/2/2014	Performance/Quality
White, Thomas M.	1 - White	SUP1 - Supervisor I	4/21/2013	4/18/2014	Resigned with Notice
Whennen, Shaun O.	1 - White	SYSANALY - Systems Analys	t 6/11/2013	8/14/2014	Resigned without Notice
Ahrens, Jeremy M.	1 - White	WAREHS - Warehouse Worke		8/11/2014	Abandoned Job
Brooks, Dylan	2 - Black or African American	WAREHS - Warehouse Worke		10/13/2014	Violation of Policy
Carrell, Daron L.		WAREHS - Warehouse Worke		5/12/2014	Dissatisfied with Job
Cross, Thomas A.	1 - White	SPOT - Spotter	6/15/2013	5/29/2014	Resigned with Notice
Crouch, Johnathon A.	1 - White	WAREHS - Warehouse Worke	r 8/30/2013	9/4/2014	Resigned without Notice
Dansby Sr., Dion C.	2 - Black or African American		4/21/2013	7/17/2014	Resigned with Notice
Davis, Tracy R.		WAREHS - Warehouse Worke	4/21/2013	5/19/2014	Attendance
Franco, Jose A.	3 - Hispanic or Latino	WAREHS - Warehouse Worker		8/22/2014	Resigned with Notice
Gifford, Josiah M.	I - White	WAREHS - Warehouse Worker	4/21/2013	8/11/2014	Resigned with Notice
Henry, Vernon	2 - Black or African American	WAREHS - Warehouse Worker		10/14/2014	Violation of Policy
Jasso, Carlos	3 - Hispanic or Latino	WAREHS - Warehouse Worker		7/31/2014	Abandoned Joh
Kennedy, Jowan C.	2 - Black or African American	WAREHS - Warehouse Worker		9/17/2014	Resigned with Notice
Lambert, Preston A.	1 - White	LEAD - Lead	4/21/2013	9/5/2014	Retirement/Early Retire
Marksteiner, Scott F.	1 - White	LEAD - Lead	4/21/2013	12/17/2014	Violation of Policy
Monstwillo, Peter L.	1 - White	WAREHS - Warehouse Worker	4/14/2014	12/3/2014	Abandoned Job
Morton, Douglas E.	I - White	WAREHS - Warehouse Worker		7/14/2014	Abandoned Job
Munoz, Martha	3 - Hispanic or Latino	WAREHS - Warehouse Worker	10/2/2014	10/3/2014	Failed background check
Reyes-Tirado, Jose E.	3 - Hispanic or Latino	WAREHS - Warehouse Worker		10/3/2014	Performance/Quality
Richardson, Michael J.	1 - White	WAREHS - Warehouse Worker	7/7/2014	7/11/2014	Abandoned Job
Rockett, Samuel K.	2 - Black or African American	WAREHS - Warehouse Worker	3/4/2014	7/13/2014	Resigned with Notice
Samuels, Denard		WAREHS - Warehouse Worker		8/25/2014	Accept Other Employment
Schultz, Chad E.	1 - White	WAREHS - Warehouse Worker		2/6/2014	Attendance
Spell Il, John M.	1 - White	LEAD - Lead	10/14/2013	3/30/2014	Resigned with Notice
Toledo, Miguel A.	3 - Hispanic or Latino	WAREHS - Warehouse Worker	4/21/2013	4/24/2014	Personal Reasons
Tolliver, Cortney E.	1 - White	WAREHS - Warehouse Worker	7/7/2014	7/11/2014	Abandoned Job
Villarreal, Francisco	3 - Hispanic or Latino	WAREHS - Warehouse Worker	7/7/2014		Violation of Policy
Walker, Jason K.		WAREHS - Warehouse Worker			Attendance
Williams III, Edwin W.	1 - White	WAREHS - Warehouse Worker	7/22/2013	1/12/2014	Accept Other Employment

STATE OF ILLINOIS **DEPARTMENT OF HUMAN RIGHTS**

V.	١,	0
1	-	1
1	1	
1	11	1

In the Matter of:		
LEONARD A. SZPLETT,)	
Complainant,)	
And)	IDHR Charge No. 2015CA3083
KENCO LOGISTIC SERVICES, LLC,)	
Respondent.)	

VERIFIED RESPONSE

Comes now Respondent, Kenco Logistic Services, LLC ("KLS"), and responds to the Charge of Discrimination filed against it by Complainant Leonard A. Szplett, as follows:

ISSUE/BASIS – UNEQUAL TERMS AND CONDITIONS OF EMPLOYMENT, REVERSE A. DISCRIMINATION AND HARASSMENT DUE TO MY RACE-WHITE, MY AGE-OVER 40, MY SEX-MALE, AND IN RETALIATION

- The allegations contained in this paragraph are denied. 1.
- The allegations contained in this paragraph are denied. 2.
- 3. The allegations contained in this paragraph are denied.
- The allegations contained in this paragraph are denied. 4.
- 5. The allegations contained in this paragraph are denied.
- 6.
- The allegations contained in this paragraph are denied. 7.
- KLS admits Tammi Fowler told Mr. Szplett and others not to discuss pending legal matters with anyone. To the extent inconsistent with this admission, the allegations contained in 8.
 - The allegations contained in this paragraph are denied.
- 9. KLS admits that it made changes to shift schedules during 2014. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied. 10.
 - The allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied. 11.

- 12. KLS admits that Paula Hise met with employees to inform them of the decision to let Kelvin Walsh go, and that she said she was sad for Mr. Walsh since he is a nice person. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
 - 13. The allegations contained in this paragraph are denied.
- 14. KLS admits David Jabaley gave Mr. Szplett a mid-year evaluation in 2014 which indicated Mr. Szplett was below expectations and would need development in a number of areas. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- 15. KLS admits Mr. Szplett and Valerie Lilly were invited to work from 1:00 p.m. to 9:00 a.m. for one week in August of 2014 when KLS was promoting "around the clock leadership." They accepted. Other supervisors and managers worked off shift during the same week. To the extent inconsistent with these admissions, the allegations contained in this paragraph are denied.
- 16. KLS admits Edith McCurry had a big problem getting payroll in on time. KLS admits there were some manual adjustments to payroll that were required from time to time when the clock did not capture employees' working time accurately. To the extent inconsistent with these admissions, the allegations contained in this paragraph are denied.
- KLS admits payroll ends and is due 5 hours later Monday morning. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
 - 18. The allegations contained in this paragraph are denied.
- KLS admits Mike Manzello was terminated on September 2, 2014. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- 20. KLS admits a new HR Manager position was posted on September 25, 2014. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- 21. KLS admits Tammi Fowler asked Mr. Szplett whether he paid Dana Woods during the time Mr. Woods was out for an unpaid, disciplinary suspension, and told him not to do it again. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- 22. KLS admits several employees were terminated for violating KLS's cell phone usage policy. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
 - 23. The allegations contained in this paragraph are denied.
- 24. KLS admits Lori Varvel was hired as HR Manager on or around November 17, 2014, and that her salary was higher than Mr. Szplett's. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- 25. KLS admits that, while he was on medical leave, Mr. Szplett's office was temporarily moved to a cubicle next to the conference room. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied.
- KLS admits it lost the Mars contract. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
 - 28. The allegations contained in this paragraph are denied.

- 29. KLS admits Mr. Szplett was not released to return to work by his physician on February 28, 2015. KLS is without sufficient information to admit or deny the remaining allegations contained in this paragraph, and therefore denies same.
- KLS admits Mr. Szplett was not paid for March of 2015. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
 - 31. The allegations contained in this paragraph are denied.
- II. A. ISSUE/BASIS FAILURE TO ALLOW DUTIES TO BE CONTINUED AS HR MANAGER DUE TO MY RACE-WHITE (REVERSE DISCRIMINATION), MY AGE-OVER 40, MY SEX-MALE, AND IN RETALIATION

B. PRIMA FACIE ALLEGATIONS

- The allegations contained in this paragraph are denied.
- III. A. ISSUE/BASIS DEMOTION AND HARASSMENT DUE TO MY RACE-WHITE (REVERSE DISCRIMINATION), MY AGE-OVER 40, MY SEX-MALE, AND IN RETALIATION

B. PRIMA FACIE ALLEGATIONS

- The allegations contained in this paragraph are denied.
- KLS admits Lori Varvel's salary was higher than Mr. Szplett's. To the extent
 inconsistent with this admission, the allegations contained in this paragraph are denied.
- KLS admits that, while he was on medical leave, Mr. Szplett's office was temporarily moved to a cubicle next to the conference room. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- IV. A. RETALIATION DUE TO MY RACE-WHITE (REVERSE DISCRIMINATION), MY AGE-OVER 40, MY SEX-MALE, AND IN RETALIATION

- The allegations contained in this paragraph are denied.
- The allegations contained in this paragraph are denied.
- The allegations contained in this paragraph are denied.
- 4. The allegations contained in this paragraph are denied.
- 5. The allegations contained in this paragraph are denied.
- 6. KLS admits that Paula Hise met with employees to Inform them of the decision to let Kelvin Walsh go, and that she said she was sad for Mr. Walsh since he is a nice person. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- 7. KLS admits David Jabaley gave Mr. Szplett a mid-year evaluation in 2014 which indicated Mr. Szplett was below expectations and would need development in a number of areas. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.

- 8. KLS admits Mr. Szplett and Valerie Lilly were invited to work from 1:00 p.m. to 9:00 a.m. for one week in August of 2014 when KLS was promoting "around the clock leadership." They accepted. Other supervisors and managers worked off shift during the same week. To the extent inconsistent with these admissions, the allegations contained in this paragraph are denied.
- 9. KLS admits Edith McCurry had a big problem getting payroll in on time. KLS admits there were some manual adjustments to payroll that were required from time to time when the clock did not capture employees' working time accurately. KLS admits payroll ends and is due 5 hours later Monday morning. To the extent inconsistent with these admissions, the allegations contained in this paragraph are denied.
- 10. KLS admits Tammi Fowler asked Mr. Szplett whether he paid Dana Woods during the time Mr. Woods was out for an unpaid, disciplinary suspension, and told him not to do it again. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- KLS admits a new HR Manager position was posted on September 25, 2014. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- 12. KLS admits Lori Varvel was hired as HR Manager on or around November 17, 2014, and that her salary was higher than Mr. Szplett's. KLS admits that, while he was on medical leave, Mr. Szplett's office was temporarily moved to a cubicle next to the conference room. To the extent inconsistent with these admissions, the allegations contained in this paragraph are denied.
 - 13. The allegations contained in this paragraph are denied.
- KLS admits it lost the Mars contract. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied.
- V. A. COERCION DUE TO MY RACE-WHITE (REVERSE DISCRIMINATION), MY AGE-OVER 40, MY SEX-MALE, AND IN RETALIATION

- The allegations contained in this paragraph are denied.
- The allegations contained in this paragraph are denied.
- The allegations contained in this paragraph are denied.
- 4. The allegations contained in this paragraph are denied.
- The allegations contained in this paragraph are denied.
- Mary Madison has filed her own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Jacque Morrison has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- 8. Nathan Doss has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Vernon Henry has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.

- (Dana Woods) KLS is without sufficient information to admit or deny the allegations contained in this paragraph, and so they are denied.
- Scott Marksteiner has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Morris Tyson has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Nathan Doss has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
 - 14. The allegations contained in this paragraph are denied.
 - 15. The allegations contained in this paragraph are denied.

VI. A. AIDING AND ABETTING DUE TO MY RACE-WHITE (REVERSE DISCRIMINATION), MY AGE-OVER 40, MY SEX-MALE, AND IN RETALIATION

- The allegations contained in this paragraph are denied.
- The allegations contained in this paragraph are denied.
- The allegations contained in this paragraph are denied.
- 4. The allegations contained in this paragraph are denied.
- 5. The allegations contained in this paragraph are denied.
- 6. The allegations contained in this paragraph are denied.
- Mary Madison has filed her own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Jacque Morrison has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Nathan Doss has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Vernon Henry has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- (Dana Woods) KLS is without sufficient information to admit or deny the allegations contained in this paragraph, and so they are denied.
- Anastasia Sandness has filed her own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Scott Marksteiner has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Morris Tyson has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- KLS is without sufficient information to admit or deny the allegations contained in this paragraph, and so they are denied.
 - The allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied.

- 18. The allegations contained in this paragraph are denied.
- VII. A. WILLFUL INTERFERENCE DUE TO MY RACE-WHITE (REVERSE DISCRIMINATION), MY AGE-OVER 40, MY SEX-MALE, AND IN RETALIATION

B. PRIMA FACIE ALLEGATIONS

- The allegations contained in this paragraph are denied.
- 2. The allegations contained in this paragraph are denied.
- 3. The allegations contained in this paragraph are denied.
- 4. The allegations contained in this paragraph are denied.
- 5. The allegations contained in this paragraph are denied.
- VIII. A. CONSPIRACY DUE TO MY RACE-WHITE (REVERSE DISCRIMINATION), MY AGE-OVER 40, MY SEX-MALE, AND IN RETALIATION

B. PRIMA FACIE ALLEGATIONS

- 1. The allegations contained in this paragraph are denied.
- Mary Madison has filed her own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Jacque Morrison has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Nathan Doss has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- Vernon Henry has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- (Dana Woods) KLS is without sufficient information to admit or deny the allegations contained in this paragraph, and so they are denied.
- Scott Marksteiner has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
- 8. Morris Tyson has filed his own charges of discrimination, and so the IDHR is directed to KLS's responses.
 - The allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied.
- IX. A. HOSTILE WORK ENVIRONMENT DUE TO MY RACE-WHITE (REVERSE DISCRIMINATION), MY AGE-OVER 40, MY SEX-MALE, AND IN RETALIATION

- 1. The allegations contained in this paragraph are denied.
- 2. The allegations contained in this paragraph are denied.
- 3. The allegations contained in this paragraph are denied.
- 4. The allegations contained in this paragraph are denied.
- The allegations contained in this paragraph are denied.
- KLS admits that it made changes to shift schedules during 2014. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
- 7. KLS admits that Paula Hise met with employees to inform them of the decision to let Kelvin Walsh go, and that she said she was sad for Mr. Walsh since he is a nice person. To the extent inconsistent with this admission, the allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied.
 - 10. The allegations contained in this paragraph are denied.
 - 11. The allegations contained in this paragraph are denied.
 - The allegations contained in this paragraph are denied.
 - 13. The allegations contained in this paragraph are denied.
 - 14. The allegations contained in this paragraph are denied.
 - 15. The allegations contained in this paragraph are denied.

VERIFICATION

STATE OF TENNESSEE

COUNTY OF HAMILTON

Jay Elliott being first duly sworn, deposes and says that he is VP of Legal for Respondent; that he has read the foregoing verified response to the charge of discrimination; that he knows the contents thereof based on information obtained through discovery and investigative efforts; and that said response is true and correct to the best of his knowledge, information, and belief.

Jay Elliott

SUBSCRIBED and SWORN to before me

This 20th day of July

2015

Notary Public

My commission expires 3 /7/18

Respectfully submitted,

lay Elliott

Counsel for Kenco Logistics Services, LLC 2001 Riverside Drive

Chattanooga, TN 37406

(423) 643-3398

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Verified Response to the charge of discrimination was served upon:

Jordan T. Hoffman, P.C. 11528 S. Halsted Chicago, IL 60620

Investigator John Detwiler
Illinois Department of Human Rights
100 W. Randolph Street, 10th Floor
Chicago, IL 60601-3391

By depositing same in U.S. Mail or Federal Express on the 2015 day of July 2015.

Detwiler, John

From: Elliott, Jay < Jay. Elliott@Kencogroup.com>

Sent: Tuesday, July 21, 2015 1:43 PM

To: Detwiler, John

Subject: FW: Szplett v. Kenco, IDHR # 2015CA3083
Attachments: Szplett Verified Response 7-20-15.pdf

Can I e-mail you the position statement and response to the request for info/docs? Or do you need it mailed/federal expressed?

From: Elliott, Jay

Sent: Monday, July 20, 2015 4:33 PM

To: john.detwiler@illinois.gov

Subject: Szplett v. Kenco, IDHR # 2015CA3083

John — Attached is Kenco's Verified Response which I am also federal expressing to you today to arrive tomorrow. I would like to request a two-week extension of time to file the position statement and response to the questionnaire in the above-referenced matter. By my count, that makes the due date August 12, 2015. Please let me know if that is not acceptable. Thanks—Jay

Jay Elliott

Vice President - Legal 2001 Riverside Drive • Chattanooga, TN 37406 Office: 423-643-3398 • Mobile: 423-227-9182





The information contained in this electronic communication and any accompanying document is confidential and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication, or any part of it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return email, and destroy this communication and all copies of it, including all attachments.

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 70 of 99 PageID #:433



Approval: Author, Date	nauti:	Torrow	10-30-14
Approval: QC, Date		Approval: Author G	
PURPOSE	0.3014	ide O	gest 10-31-14

I OIN OOL

This document defines Kenco's procedure for posting, recruiting and filling exempt-level positions.

SCOPE

This procedure applies to all Kenco facilities that hire exempt-level employees. This procedure does not apply to the hiring of non-exempt employees.

DEFINITIONS

N/A

PROCEDURE

- 1. Roles and Responsibilities
 - Executive Management perform approval authority duties for job openings and responsible for nominating candidates for Vice President levels and above.
 - b. CFO performs approval authority duties as described in this procedure.
 - c. Kenco Management Services (KMS) Director of Recruiting and Development performs approval authority duties throughout the exempt hiring process and responsible for the overall implementation and enforcement of this policy for the company.
 - d. KMS Human Resources (HR) Recruiting Assistant performs duties outlined in this procedure to assure sites are notified of exempt job openings and that the exempt hiring process is followed through successful placement of a candidate.
 - e. KMS Human Resources Employee Relations (ER) Administrative Assistant enters
 all exempt level background investigations into the company approved vendor's system.
 - EmployBridge Search (EBS) Recruiter provides third party recruiting services.
 - g. Hiring Manager person responsible for hiring at the site and responsible for following the exempt hiring process outlined in this procedure.
 - h. Site Human Resources (HR) Administrator responsible for posting all internal openings at the site, scheduling interviews when necessary, and arranging pre-employment drug screens. In Canada, no drug screens will be performed.
 - Site Management responsible for the overall implementation and enforcement of this
 policy at their assigned site(s). Performs duties as described in this procedure.

Exhibit 51

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 71 of 99 PageID #:434



Document Number: Rev # Title:
CP-HR-1002 01 Exempt Hiring Procedure

- All Kenco Employees abide by the procedures outlined when applying for an exempt level job posting.
- The KMS-HR Recruiting Assistant is responsible for creating all exempt-level job postings.
- 3. Exempt employees must have twelve (12) months tenure in their current position to be considered for positions up to and including the Director level. Exceptions must be approved by the Group President or Senior Vice President and the Director of Recruiting and Development. Each employee's record will be reviewed for any disciplinary and attendance occurrences. Employee files must be free of any disciplinary action for six (6) months in order to be considered for new postings.
- VP level and above positions will not be posted through the internal process. Those positions will be filled through nominations by VPs or above to be submitted to the Group President and CFO for final approval.
- 5. Non-exempt employees applying for an exempt level position must have six (6) months tenure in their current position. Each employee's record will be reviewed for any disciplinary and attendance occurrences. Employee files must be free of any disciplinary action for six (6) months in order to be considered for new postings.
- 6. All employees are required to notify their direct supervisor prior to applying for any exempt position. Employees may apply for one (1) open position at a time.
 - a. If employees are interested in multiple openings, they must select only one (1).
 - b. If an internal applicant is interested in a new posting, but has already applied for a different position, the applicant must notify the HR Recruiting Assistant as soon as possible in order to be removed from the first candidate pool. The applicant should then apply for the new posting per normal procedure through Kenco Connection.
 - c. Immediately following receipt of an internal application, the HR Recruiting Assistant will send an email to the supervisor of the applicant to ensure he/she is aware that the employee applied for an internal job posting.

Posting Process

- a. The Hiring Manager will complete form CP-HR-6.2.2.013-1 Exempt Job Posting Requisition Form, obtain the required signatures, and submit the completed form along with a current job description to the HR Recruiting Assistant. Postings for both replacement and newly created positions must be approved by the Hiring Manager's immediate Supervisor/Manager, the Director or VP of Operations, and the CFO.
 - All exempt job postings will be posted by the 2nd business day after the HR Recruiting Assistant receives the required documents.
 - ii. For example: Job posting requests received by 5:00 p.m. on Monday will be posted by 5:00 p.m. on Wednesday of the same week; Job posting requests received by 5:00 p.m. on Wednesday will be posted by 5:00 p.m. on Friday of the same week.
- Internal recruiting methods include postings on KencoConnection and site HR communication boards.
 - i. Internal job postings will remain posted for fourteen (14) consecutive calendar days.
 - Site HR Administrators must post internal postings on site communication boards within 24 hours of internal communication.
 - iii. Positions that are posted internally only, Hiring Managers/Supervisors and/or Site HR Advocates are responsible for the hiring process, including screening resumes, scheduling all interviews, and communicating with applicants until the position is filled.

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 72 of 99 PageID #:435



Document Number:	Rev#	Title:
CP-HR-1002	01	Exempt Hiring Procedure

NOTE: PLXSG assists with internal postings only when the position is posted externally as well.

- External recruiting methods include postings on Kenco's public website and recruiting services provided by ProLogistix Search Group (PLXSG). External postings will remain open until the position is filled.
- d. The Hiring Manager will be contacted by the EBS Recruiter to schedule a job order call (JOC) within 24 hours of receiving a new job order from the HR Recruiting Assistant. The Kenco Hiring Manager must schedule the JOC within 24 hours of the opening of the order. PLXSG will not begin the recruitment process until the JOC has taken place.

8. Screening Process

- The HR Recruiting Assistant will screen the resumes of all internal applicants received during the fourteen (14) day posting period.
 - The resumes of qualified internal applicants will be forwarded to the EBS Recruiter for additional screening.
 - All internal applicants who do not meet the job requirements at this step will be notified via email by the HR Recruiting Assistant.
- b. The PLXSG Recruiter will present three (3) to five (5) prescreened external candidates and any qualified internal candidates for the Hiring Manager's review within five (5) business days of the JOC.
- c. If the resumes submitted by the PLXSG Recruiter are unsatisfactory, the Hiring Manager must provide feedback to both the PLXSG Recruiter and the Director of Recruiting and Development within 24 hours. The PLXSG Recruiter will then work to supply additional candidates.
- d. At this time, if any internal candidates are unsatisfactory, the Hiring Manager should contact the General Manager at the site of each internal applicant to offer feedback on why they were not selected. The General Manager should then schedule a meeting with the internal applicant and his/her direct supervisor to provide appropriate feedback on career development. After this conversation has taken place, a notification email must be sent by the General Manager to Corporate HR at jobs@kencogroup.com as an accountability measure for appropriate follow up with all internal applicants. The General Manager must copy the internal applicant and his/her direct supervisor on this email.
- e. If internal applicants are selected to move forward, their direct supervisors must be notified at this step and throughout the rest of the application process.

9. Interviewing Process

- a. The PLXSG Recruiter will provide selected external applicants with a copy of CP-HR-1002-2 Kenco Non-Driver Application and will direct each applicant to forward the documents to the HR Recruiting Assistant prior to interview.
- b. The Hiring Manager is responsible for contacting the HR Recruiting Assistant and requesting background checks for final candidates. The HR Recruiting Assistant will give applications to the ER Administrative Assistant and will ensure each background check is processed. See CP-HR-1026 Background Investigation Program for further instructions.
 - Successful completion of a background check must occur before a candidate is asked to travel for an interview. This will eliminate the possibility of incurring travel expenses on a candidate who does not pass our background

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 73 of 99 PageID #:436



Document Number:	Rev#	Title:
CP-HR-1002	01	Exempt Hiring Procedure

screening process.

- In Canada, background checks may only be performed after a written job offer has been extended. No drug screens will be allowed, per the Employment Standards Act.
- c. At the Hiring Manager's request, the PLXSG Recruiter will schedule a Predictive Index Test for each of the interview candidates within two (2) days of candidate selection. The results of this test will be provided to the Hiring Manager for additional insight.
- d. It is recommended that each candidate be interviewed by at least four (4) of the approved interviewers listed in Attachment A; however, it is required to have a minimum of two (2) interviewers.
- e. The initial interview, by telephone or in person, will be conducted within seven (7) business days of candidate submittal by the PLXSG Recruiter.
- f. The Site Manager, PLXSG Recruiter, and Site HR Administrator will coordinate to schedule interviews for all site positions. At the Hiring Manager's request, the PLXSG Recruiter will schedule in-person interviews with all internal and external candidates.
- g. Each interviewer must complete form CP-HR-1002-5 Exempt Candidate Evaluation Form immediately after the interview and forward to the Hiring Manager within one (1) business day of the interview.
- h. The Hiring Manager must utilize these forms to aid in making an informed decision on each candidate. The Hiring Manager must keep a copy of each form, either electronically or manually, to be filed with each job posting. This can be handled by the Site HR Administrator, if necessary.

10. Candidate Selection

- Pending successful completion of the background check (external candidates only, except in Canada), the Hiring Manager will complete CP-HR-1002-4 Offer Letter Summary Form and send it to the HR Recruiting Assistant.
 - If an internal applicant is selected, the Hiring Manager should contact the applicant's direct supervisor to negotiate a start date.
 - ii. If a relocation allowance is requested, the Hiring Manager will include the relocation allowance amount and the date that the funds are needed for the new hire/transfer on the Offer Letter Summary Form. The form is then forwarded to their Vice President (VP) for approval; if the Hiring Manager is a VP, he/she can approve the relocation request provided it does not exceed the relocation allowance maximum.
 - If the VP deems the relocation amount acceptable, he/she will sign or approve via email the Offer Letter Summary Form and forward it to the HR Recruiting Assistant.
 - If the VP deems the relocation amount unacceptable, he/she will contact the Hiring Manager to discuss the situation.
 - iii. Maximum relocation allowance amounts by job category and relocation distance have been provided to senior management. If the VP wishes to offer a relocation allowance exceeding the maximum amount for the job category and distance, he/she must obtain approval via email from the President of the appropriate Kenco LLC as well as the President – KMS.
 - If both Presidents deem the relocation amount acceptable, they will sign or approve via email the Offer Letter Summary Form and forward it to the HR Recruiting Assistant.

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 74 of 99 PageID #:437



- If either President deems the relocation amount unacceptable, he/she will contact the VP to discuss the situation.
- iv. Relocation allowances will be provided as a lump sum amount to facilitate a move and are designed to offset various costs that will be incurred in the relocation process.
 - In the United States, the lump sum payment is considered taxable income and will be treated as such.
 - The relocation allowance will be paid <u>Net</u> of income tax, social security tax, and Medicare tax.
 - 2. In Canada, the lump sum payment is not considered taxable.
 - Consult the Employment Standards Act for specific expenses that are considered not taxable when relocating for employment purposes.
 - The allowance should be used to cover the following costs, including, but not limited to:
 - Transportation, lodging, meals for house hunting and temporary living expenses
 - b. Lease-break expenses and new-lease expenses
 - c. Transportation of household goods and vehicles
 - d. Miscellaneous expenses associated with relocation
 - i. Utility and cable connection
 - ii. Driver's License fee
 - iii. Vehicle registration, etc.
 - The employee must remain employed with Kenco on a regular, full-time basis for at least one year after their hire or transfer date.
 - a. If the employee resigns or his/her employment is terminated for cause prior to the one year period referenced above, the employee will be required to repay the relocation amount on a prorated basis.
- b. Pending successful completion of the background check (except in Canada), the HR Recruiting Assistant prepares the Offer Letter and emails to the Hiring Manager including the Relocation Expense Repayment Agreement (if applicable). The Hiring Manager will sign and extend the finalized Offer Letter to the selected candidate.
 - i. If the offer is accepted, the Hiring Manager or Site HR Administrator will arrange for a pre-employment drug screen and return the signed Offer Letter (including Relocation Expense Repayment Agreement when applicable) to the HR Recruiting Assistant immediately. If all criteria in CP-HR-1025 Drug Screen Procedure are not met, the Hiring Manager will rescind the offer and the candidate's hiring process is terminated (external hires only).
 - In Canada, no drug screening will be allowed, per the Employment Standards Act.
 - In Canada, a background check may be requested after the written offer of employment is accepted.
 - If the prospective employee requests a modification to the offer, the Hiring Manager will discuss with the approving VP and if approved, will repeat Section 4.4.1.
 - iii. If the offer is declined, the Hiring Manager will repeat Section 4.4 above for the second selected candidate. If no alternate candidate is available, the EBS Recruiter will work to provide a new selection of candidates.
- c. Upon receipt of the signed Offer Letter and Relocation Expense Repayment Agreement, the HR Recruiting Assistant will obtain the final approval of the Director of Recruiting and Development.
 - Payroll will not process the Offer Letter without the signature of the prospective/transfer employee and the Director of Recruiting and Development on

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 75 of 99 PageID #:438



Document Number:	Rev#	Title:
CP-HR-1002	01	Exempt Hiring Procedure

the Offer Letter and the Relocation Expense Repayment Agreement. If the Director of Recruiting and Development is not available to sign the agreement, an email approval from the Director of Recruiting and Development will be sufficient.

- d. The HR Recruiting Assistant will forward the signed Offer Letter to the appropriate KMS-HR Payroll Supervisor via a flagged email.
 - The Payroll Supervisor will generate the check with the appropriate withholding and forward it to the employee or will process with the employee's first payroll direct deposit.
- 11. All new employees must complete their part of the new hire paperwork through the HRIS Onboarding Program before end of business on their first day of work with Kenco.
 - In Canada, all new hire paperwork must be completed by end of business on the first day of work.
- 12. All employer-related new hire paperwork must be completed by the Site HR Administrator through the HRIS Onboarding Program within the first three (3) days of employment.
- 13. External candidates who are not extended an offer will be notified by the PLXSG Recruiter.
- 14. Internal candidates who are not extended an offer should be notified as soon as possible, however, the maximum timeframe for internal notification is 5 business days from the time the position is filled.
 - a. The Hiring Manager should contact the General Manager at the site of each internal applicant to offer feedback on why they were not selected. The General Manager should then schedule a meeting with the internal applicant and his/her direct supervisor to provide appropriate feedback on career development. After this conversation has taken place, a notification email must be sent by the General Manager to Corporate HR at jobs@kencogroup.com as an accountability measure for appropriate follow up with all internal applicants. The General Manager must copy the internal applicant and his/her direct supervisor on this email.

REFERENCES

CP-HR-1002-1 Exempt Job Posting Requisition Form

CP-HR-1002-2 Kenco Non-Driver Application

CP-HR-1002-4 Offer Letter Summary Form

CP-HR-1002-5 Exempt Candidate Evaluation Form

CP-HR-1025 Drug Screen Procedure

CP-HR-1026 Background Investigation Program

HISTORY

Revision Date Number 00 02/25/14		Description of Revision			
		 This document replaced CP-HR-6.2.2.013 revision 5 Added information to 3 and 5 about attendance and disciplinary action. Changed EBS Recruiting to ProLogistix Search Group (PLXSG). Changed template. 			
01	10/30/14	Changed reference numbers throughout document.			

CP-HR-1002 Attachment A: Approved Interviewers by Position

Kenco Project Manager

- 1. VP of Quality/Best Practices
- 2. Director of Quality/Best Practices
- 3. Quality/Best Practices Engineer
- 4. Director of HR
- 5. Manager of HR
- 6. VP of Operations
- 7. Director of Operations

Kenco Engineer

- 1. VP of Quality/Best Practices
- 2. Director of Quality/Best Practices
- 3. Quality/Best Practices Engineer
- 4. Director of HR
- 5. Manager of HR
- 6. VP of Operations
- 7. Director of Operations

Kenco Quality Auditor

- 1. VP of Quality/Best Practices
- 2. Director of Quality/Best Practices
- 3. Quality/Best Practices Engineer
- 4. Director of HR
- 5. Manager of HR
- 6. VP of Operations
- 7. Director of Operations
- 8. Director of Sales/Marketing

Kenco Finance/Accounting

- 1. Director of Corp. Sourcing and Internal Audit
- 2. Controller
- 3. Director of Operations
- 4. Manager of Operations
- 5. Director of HR
- 6. Manager of HR

Kenco IT

- 1. VP of Information Technology
- 2. Information Technology Manager
- 3. Director of HR
- 4. Manager of HR
- 5. HR Generalist
- 6. Quality/Best Practices Engineer
- 7. Director of Operations

Site Operations Manager

- 1. Site VP of Operations
- 2. Site Director of Operations
- 3. Site Manager
- 4. Director of HR
- 5. Manager of HR
- 6. VP of Quality/Best Practices
- 7. Director of Quality/Best Practices

Site General Manager

- 1. Site VP of Operations
- 2. Site Director of Operations
- 3. Director of HR
- 4. Manager of HR
- 5. HR Generalist
- 7. VP of Quality/Best Practices
- 8. Director of Quality/Best Practices

Site Supervisor

- 1. Site General Manager
- 2. Site Operations Manager
- 3. Site Manager
- 4. Director of HR
- 5. HR Generalist
- 6. Project Manager

EEOC Form 212-A (3/98)			
	ment Opi	portunity Commission	
TO: US Equal Employment Opportunity Commission			
Chicago District Office	311	Date: September 21, 2015	
500 West Madison Street		EEOC Charge No.: 21BA52256	
Suite 2000		FEPA Charge No.: 2016CA041	8
Chicago, IL 60661			
and the second second second			
CHARGE TRANSMITTAL			
SUBJECT:			
LEONARD A SZPLETT	7.0	KENCO LOGISTICS SERVICES	
Charging Party	V.	Respondent	
Fransmitted herewith is a charge of employment discrimination initi	fally consisted by		
	Dept. of Huma		
	Name of FEP		
Pursuant to the worksharing agreement, this charge			
Tarsont to the workshalling agreement, this charge	is to be initially	investigated by the EEOC.	
X Pursuant to the worksharing agreement, this charge	te te be talven.		
X Pursuant to the worksharing agreement, this charge	is to be initially	investigated by the FEPA.	
The workshading agreement does not determine the	ab Transition	and the second second	
The worksharing agreement does not determine which	ch agency is to	initially investigate the charge.	
EEOC Requests a walver	FEPA walv		
ECOO Requests a waiver	FEPA Walv	es	
No waiver requested	EEDA will in	nvestigate the charge initially	
The market requested	LELY MILL	ivestigate trie charge initially	
Please complete the bottom por	rtion o this form	to acknowledge the receipt of the charge	
and, where appropriate, to Indica Typed name of EEOC or FEPA Official	ate whether the	Agency will initially investigate the charge.	
yped flattle of EEOC of FEPA Official	Signat	ure/Initials	
Rocco J. Claps, Director		Rocco J. Claps	
Burkey St. Commission		riosco di Ciapo	
LEONARD A SZPLETT	V.	KENCO LOGISTICS SERVICES	
Charging Party		Respondent	
사람들은 얼마 나는 그들은 그 없는 것이 없었다. 그리고 있다면 가득하다 하는 것이 없는 것이 없다면		Respondent	
O WHOM IT MAY CONCERN:			
O WHOM IT MAY CONCERN:	ge and indicate t	Respondent his Agency's Intention to initially investigate the charge.	
This will acknowledge receipt of the referenced charge		his Agency's intention to initially investigate the charge.	
This will acknowledge receipt of the referenced charge			e.
This will acknowledge receipt of the referenced charge. This will acknowledge receipt of the referenced charge.	ge and indicate t	his Agency's intention to initially investigate the charge. his Agency's intention not to initially investigate the charge	e.
This will acknowledge receipt of the referenced charge. This will acknowledge receipt of the referenced charge.	ge and indicate t	his Agency's intention to initially investigate the charge.	e.
This will acknowledge receipt of the referenced charge. This will acknowledge receipt of the referenced charge. This will acknowledge receipt of the referenced charge.	ge and indicate t	his Agency's intention to initially investigate the charge. his Agency's intention not to initially investigate the charge	
This will acknowledge receipt of the referenced charge. This will acknowledge receipt of the referenced charge. This will acknowledge receipt of the referenced charge.	ge and indicate t	his Agency's intention to initially investigate the charge. his Agency's intention not to initially investigate the charge	
This will acknowledge receipt of the referenced charge.	ge and indicate t	his Agency's intention to initially investigate the charge. his Agency's intention not to initially investigate the charge	
This will acknowledge receipt of the referenced charge.	ge and indicate t	his Agency's intention to initially investigate the charge. his Agency's intention not to initially investigate the charge	
This will acknowledge receipt of the referenced charge.	ge and indicate t	his Agency's intention to initially investigate the charge. his Agency's intention not to initially investigate the charge	
This will acknowledge receipt of the referenced charge. This will acknowledge receipt of the referenced charge following reasons:	ge and indicate to ge and request a ge and indicate to	his Agency's intention to initially investigate the charge. his Agency's intention not to initially investigate the charge	
This will acknowledge receipt of the referenced charged.	ge and indicate to ge and request a ge and indicate to	his Agency's intention to initially investigate the charge. his Agency's intention not to initially investigate the charge waiver of initial investigation by the receiving agency. his Agency's intention to dismiss/close/not docket the cha	
This will acknowledge receipt of the referenced charge. This will acknowledge receipt of the referenced charge following reasons:	ge and indicate to ge and request a ge and indicate to	his Agency's intention to initially investigate the charge. his Agency's intention not to initially investigate the charge walver of initial investigation by the receiving agency his Agency's intention to dismiss/close/not docket the charge	
This will acknowledge receipt of the referenced charged.	ge and indicate to ge and request a ge and indicate to	this Agency's intention to initially investigate the charge. This Agency's intention not to initially investigate the charge in waiver of initial investigation by the receiving agency. This Agency's intention to dismiss/close/not docket the charge intention in the charge in the	
This will acknowledge receipt of the referenced charged. This will acknowledge receipt of the referenced charged.	ge and indicate to ge and request a ge and indicate to	this Agency's intention to initially investigate the charge. This Agency's intention not to initially investigate the charge waiver of initial investigation by the receiving agency This Agency's intention to dismiss/close/not docket the charge ure/initials **Julianus Bounnes** **Date: September 21, 2015**	
This will acknowledge receipt of the referenced charged.	ge and indicate to ge and request a ge and indicate to	this Agency's intention to initially investigate the charge. This Agency's intention not to initially investigate the charge in waiver of initial investigation by the receiving agency. This Agency's intention to dismiss/close/not docket the charge intention in the charge in the	arge for th



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION Chicago District Office

500 West Madison Street; Suite 2000 Chicago, IL 60661 Chicago Direct Dial: (312) 869-8000 Chicago TTY: (312) 869-8001 Fax: (312) 869-8220

IMPORTANT NOTICE. PLEASE READ CAREFULLY. KEEP THIS NOTICE WITH YOUR OTHER RECORDS OF THIS CHARGE. THIS MAY BE THE ONLY NOTIFICATION FROM EEOC.

IDHR CHARGE NUMBER:

2016CA0418

LEONARD A SZPLETT

EEOC NOTICE OF CHARGE FILED

You are filing a charge of employment discrimination with the Illinois Department of Human Rights (IDHR).

As a result of an agreement between the Illinois Department of Human Rights (IDHR) and the U. S. Equal Employment Opportunity Commission (EEOC), the EEOC will also have a record of IDHR's charge of discrimination.

You are encouraged to cooperate with IDHR in the investigation of your charge. The final findings and orders of that agency may be adopted by the EEOC.

IDHR will process your charge. Under section 1601.76 of EEOC's regulations, you are entitled to request that EEOC review IDHR's Investigation and findings. To obtain this review, you must request it by writing to this office within 15 days of your receipt of IDHR's final findings of your case. If we do not receive such a request for a review, EEOC will likely accept IDHR's findings without any review or any other processing by EEOC.

EEOC regulations require that you notify us of any change in address and keep us informed of any prolonged absence from your current address. Your cooperation in this matter is essential.

PLEASE NOTE: BUILDING SECURITY PROCEDURES PRESENTLY IN PLACE DO NOT PERMIT ACCESS TO EEOC WITHOUT AN APPOINTMENT. IF AN APPOINTMENT IS REQUIRED, CALL (312) 869-8000 OR 1-800-669-4000.

EEOC NOTICE

Enclosure with EEOC Form 131 (5/01)

INFORMATION ON CHARGES OF DISCRIMINATION

EEOC RULES AND REGULATIONS

Section 1601.15 of EEOC's regulations provides that persons or organizations charges with employment discrimination may submit a statement of position or evidence regarding the Issues covered by this charge.

EEOC's recordkeeping and reporting requirements are found at Title 29, Code of Federal Regulations (29 CFR): 29 CFR Part 1602 (see particularly Sec. 1602.14 below) for Title VII and the ADA; 29 CFR Part 1620 for the EPA; and 29 CFR Part 1627, for the ADEA. These regulations generally require respondents to preserve payroll and personnel records relevant to a charge of discrimination until disposition of the charge or litigation relating to the charge. (For ADEA charges, this notices is the written requirement described in Part 1627, Sec. 1627.3(b)(3), .4(a)(2) or .5(c), for respondents to preserve records relevant to the charge – the records to be retained, and for how long, are as described in Sec. 1602.14, as set out below). Parts 1602, 1620 and 1627 also prescribe record retention periods – generally, three years for basic payroll records and one year for personnel records. Questions about retention periods and the types of records to be retained should be resolved by referring to the regulations.

Sections 1602.14 Preservation of records made or kept.Where a charge...has been filed, or an action brought by the Commission or the Attorney General, against an employer under Title VII or the ADA, the respondent...shall preserve all personnel records relevant to the charge or the action until final disposition of the charge or action. The term personnel records relevant to the charge, for example, would include personnel or employment records relating to the aggrieved person and to all other aggrieved employees holding positions similar to that held or sought by the aggrieved person and application forms or test papers completed by an unsuccessful applicant and by all other candidates or the same position as that for which the aggrieved person applied and was rejected. The date of final disposition of the charge or the action means the date of expiration of the statutory period within which the aggrieved person may bring [a lawsuit] or, where an action is brought against the employer either by the aggrieved person, the Commission, or the Attorney General, the date on which such litigation is terminated.

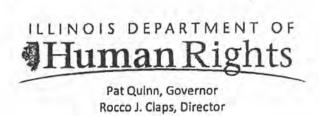
NOTICE OF NON-RETALIATION REQUIREMENTS

Section 704(a) of Title VII, Section 4(d) of the ADEA, and Section 503(a) of the ADA provide that it is an unlawful employment practice for an employer to discriminate against present or former employees or job applicants, for an employment agency to discriminate against any individual, or for a union to discriminate against its members or applicants for membership, because they have opposed any practice made an unlawful employment practice by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the statutes. The Equal Pay Act contains similar provisions. Additionally, Section 503(b) of the ADA prohibits coercion, intimidation, threats, or interference with anyone because they have exercised or enjoyed, or aided or encouraged others in their exercise or enjoyment, or rights under the Act.

Persons filing charges of discrimination are advised of these Non-Retaliation Requirements and are instructed to notify EEOC if any attempt at retaliation is made. Please note that the Civil Rights Act of 1991 provides substantial additional monetary provisions to remedy instances of retaliation or other discrimination, including, for example, to remedy the emotional harm caused by on-the-job harassment.

NOTICE REGARDING REPRESENTATION BY ATTORNEYS

Although you do not have to be represented by an attorney while we handle this charge, you have a right, and may wish to retain an attorney to represent you. If you do retain an attorney, please give us your attorney's name, address and phone number, and ask your attorney to write us confirming such representation.



March 8, 2016

Complainant

Complainant:

Leonard Szplett c/o Jordan T. Hoffman J.T. Hoffman Law P.C. 11528 S. Halsted Chicago, IL 60628

Charge Number: 2016CA0418

Respondent: Kenco Logistics Services
Management Company on behalf of Mars, Inc.

Leonard Szplett

Respondent

Lori Varvel, HR Manager c/o Jay Elliott, Esq. Vice President of Legal Kenco Logistic Services, LLC 2001 Riverside Drive Chattanooga, TN 37406

NOTICE OF FACT FINDING CONFERENCE

The persons named above are hereby required to appear and participate in a fact-finding conference scheduled for April 8, 2016, at 11:00 a.m. to be held at Department of Human Rights, 100 West Randolph Street, 10th floor, Chicago. Said conference will be conducted by the Department representative whose name and telephone number appear at the bottom of this notice.

The fact-finding conference is an investigative forum intended to define the issues, determine which facts are undisputed, obtain evidence and ascertain whether there is a basis for a negotiated settlement of the charge. An attorney or other representative (or a friend or relative) may accompany you to the conference. However, you may not send a substitute for yourself. If you bring persons whose presence has not been requested without first receiving express permission to do so from the Department representative, those persons will be heard only at the discretion of the Department representative.

RESPONDENT'S FAILURE TO ATTEND THE FACT FINDING CONFERENCE AS SCHEDULED MAY SUBJECT THE RESPONDENT TO <u>DEFAULT</u>. RESPONDENTS WHO APPEAR AT THE CONFERENCE EXCLUSIVELY THROUGH AN ATTORNEY OR OTHER REPRESENTATIVE UNFAMILIAR WITH THE EVENTS AT ISSUE SHALL BE DEEMED TO HAVE FAILED TO ATTEND AND MAY SUBJECT THE RESPONDENT TO <u>DEFAULT</u>. If Respondent's representatives who are named in the fact

Charge No. 2016CA0418 Page 2 of 2

finding notice no longer work for Respondent, or are not available, please contact the investigator immediately.

COMPLAINANT'S FAILURE TO ATTEND THE CONFERENCE MAY RESULT IN <u>DISMISSAL</u> OF THE CHARGE. If a Questionnaire or Request for Further Information is enclosed with this notice, you are requested to complete and return it to the Department representative by (N/A). You may submit complete written statement of your position including a proposal for settlement. Any evidence or statements you provide will be made a part of the file and will be considered by the Department in its investigation, but settlement discussions will not be used as evidence without the written consent of the parties.

You must provide all relevant evidence which is available to you, and you must tell the Department representative named below of any other material or witnesses you deem relevant at your earliest opportunity, but no later than at the fact finding conference on the date indicated above.

RESPONDENT'S FAILURE TO SUBMIT RELEVANT EVIDENCE MAY BE CONSTRUED AGAINST RESPONDENT AND RESULT IN A FINDING OF SUBSTANTIAL EVIDENCE.

COMPLAINANT'S FAILURE TO SUBMIT RELEVANT EVIDENCE AND INFORMATION MAY RESULT IN A FINDING OF LACK OF SUBSTANTIAL EVIDENCE OR DISMISSAL OF THE CHARGE FOR FAILURE TO COOPERATE.

The Department strongly encourages the settlement of charges prior to or during the Fact Finding Conference. If you would like to discuss the possibility of a settlement, please contact the investigator named below.

If you need a reasonable accommodation as a person with a disability to participate in this conference, you should contact your investigator, whose name and telephone number appear at the bottom of this notice, or Susan Allen, the Department's ADA Coordinator, at (217) 785-5119, or Susan.Allen@illinois.gov.

Please Note: Building security procedures require that any person requesting access to the offices at 100 West Randolph present proper photo-identification.

Michael Simms

INVESTIGATOR

(312) 814-2357 TELEPHONE

FFC NOTICE CPRP rev. 03/11

ILLINOIS DEPARTMENT OF HUMAN RIGHTS

FACT-FINDING CONFERENCE EXPLANATION OF PROCEDURE

- 1. Ordinarily, all documents or other non-testimonial evidence submitted by each party in support of its position shall be submitted to the investigator before the fact-finding conference. In order to help narrow the issues and explore the possibility of settlement, the evidence will usually be discussed with the other parties, either before or at the fact-finding conference. If the fact-finding conference does not result in settlement or withdrawal of the charge, the investigator will determine what further investigation, if any, will be conducted before preparing the investigative report.
- 2. Each party may be accompanied by an attorney or other representative. A party who attends a conference <u>only</u> by attorney will be considered as having failed to attend and may be subject to default proceedings. Attorneys may advise their clients and offer input but they will <u>not</u> be permitted to answer factual questions for the parties or witnesses.
- 3. The investigator conducts the conference and determines what persons shall be present and who will be questioned. The parties should bring only those persons requested by the investigator, unless they have received the investigator's approval to bring other people. The parties may not submit affidavits instead of bringing the persons requested by the investigator unless the investigator agrees that there is good reason for the person not being present. All questions are asked by the investigator. A question that a party wants asked should be addressed to the investigator who will decide whether to ask it.
- 4. The investigator opens the conference by reading the fact-finding conference opening statement. The investigator reviews conference procedures. All persons attending the conference complete the sign-in sheet and the attorneys file appearances, if not previously filed. The charge is read by the investigator.
- An investigator will take notes during the fact finding conference, except for settlement discussions. These will be maintained in the Department's investigation file.

FF1B/CPFORMS 12/2008

FACT FINDING CONFERENCE ATTENDANCE RECORD

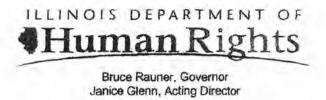
Via Telephone

CHARGE NUMBER:	2015C F 3083	CONFERENCE DATE:	October 13, 2015
COMPLAINANT:	Leonard Splett	RESPONDENT:	Kenco
CONFERENCE TIME:	1:00 p.m.	INVESTIGATOR:	JTD
	(PLEA	ASE PRINT)	
ATTENDING FOR COM	MPLAINANT	ATTENDING FOR	RESPONDENT
Name:		Name:	Jay Elliott
Title:		Title:	VP-Legal
Business Address:		Business	Kenco Logistics
		Address:	2001 Riverside Drive
			Chattanooga, TN 37406
Telephone No.:		Telephone No.:	423-463-3398
EEO:		EEO:	
Name:		Name:	
Title:		Title:	
Business Address:		Business	
-		Address:	
Telephone No.:		Telephone No.:	
EEO:		EEO:	
Name:		Name:	
Title:		Title:	
Business Address:		Business Address:	
-		Address.	
Telephone No.:		Telephone No.:	
EEO:		EEO:	
ATTENDING FOR RES	PONDENT		
Name:		Name:	
Title:		Title:	
Business Address:		Business	

FF4/CPFORMS rev. 0708

2:16-cv-02273-CSB-EIL #82-7 Page 2 of 4

Exhibit 28



ARNOLD BROWNLEE v. KENCO LOGISTIC SERVICES IDHR CHARGE NO.: 2015CA1464

Enclosed are true and correct copies of documents from the Illinois Department of Human Rights file, made and kept in the ordinary course of business, regarding the above-referenced charge filed with the Department.

AMALIA MARTINEZ

FREEDOM OF INFORMATION OFFICER

DATE:

SUBSCRIBED and SWORN to before me

This 10th day of Anuales 2017.

NOTARY PURITO

OFFICIAL SEAL
DONNA M EVANS

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/03/18 2:16-cv-02273-CSB-EIL #82-7 Page 3 of 4

Exhibit

Juarez, Maria F.

From: Sent: Elliott, Jay <JAY.ELLIOTT@Kencogroup.com> Wednesday, March 04, 2015 3:39 PM

Juarez, Mana F.

Subject:

RE: Brownlee v. Kenco 2015CA1464

Tammi Fowler 7222 Sims Road Harrison, TN 37341 423-344-0624

Lori Varvel 32 Jordan Drive Bourbonnais,, IL 60914 (815) 614-9112

Steve Strungell

He was a temporary employee, and we do not keep files on temps

Carl Conway 1925 E. Linden Kankakee, IL 60901 No phone number on file

Stacy Bushey 1436 W. State Route 102 Bourbonnais, IL 60914 No phone number on file

From: Elliott, Jay

Sent: Wednesday, March 04, 2015 12:13 PM

To: Juarez, Maria F.

Subject: RE: Brownlee v. Kenco 2015CA1464

Thank you for your e-mail, Maria. FYI -- Kenco is no longer at the Manteno site; the customer (Mars) did not re-new our contract. Kenco exited the site this past Saturday. As a result, all witnesses you list below are no longer Kenco employees (indeed, nobody previously employed by Kenco at the Manteno site is a Kenco employee any longer). Unless I hear differently from you, I will forward to you the last known home addresses and phone numbers for the witnesses below. I will also but the 4/15 fact-finding conference on my calendar, for now. Please let me know, however, as soon as you can, if you end up cancelling the fact-finding conference. Alternatively, can you let me know if I could participate by telephone (instead of travelling from Chattanooga, TN)?

From: Juarez, Maria F. [mailto:Maria.F.Juarez@Illinois.gov]

Sent: Wednesday, March 04, 2015 12:01 PM

To: Elliott, Jay

Subject: Brownlee v. Kenco 2015CA1464

Good morning. I've been assigned the above captioned case for investigation. I am a neutral party and my duty is to investigate the allegations made in the Complainant's charge.

2:16-cv-02273-CSB-EIL #82-7 Page 4 of 4

I have scheduled a fact-finding conference for April 15, 2015, at 9:00 a.m. at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601. I am requesting that Steve Strungli, Carl Conway, Stacy Bushey, and a Human Resources representative be present at the conference. Please provide the name and job title of the HR representative who will attend. The conference should not last more than two hours.

I am required to relay that failure by Respondent to be present on the date of the conference may result in a finding of default.

Please confirm the Respondent's attendance by March 16, 2015.

Respectfully,

Maria Juarez
Investigator II
Charge Processing Division
Illinois Department of Human Rights
100 W. Randolph St. Ste. 10-100
Chicago, IL 60601
312-814-6238
312-814-6251 fax
maria.f.juarez@illinois.gov

Confidentiality Notice: This e-mail transmission (and/or documents accompanying such) may contain confidential information. Such information is intended only for the use of the individual or entity named above. If you are not the named or intended recipient, you are hereby notified that any such disclosure, copying, distribution, or the taking of any action in reliance on the contents of such information is strictly prohibited. If you have received this transmission in error, please immediately notify the sender by telephone to arrange for the secure return of the documents.

2:16-cv-02273-CSB-EIL #82-8 Page 2 of 3



Bruce Rauner, Governor Janice Glenn, Acting Director

HENRY VERNON V. KENCO LOGISTIC SERVICES IDHR CHARGE NO.: 2015CF2497

Enclosed are true and correct copies of documents from the Illinois Department of Human Rights file, made and kept in the ordinary course of business, regarding the above-referenced charge filed with the Department.

YOLANDA G. GODWIN

FREEDOM OF INFORMATION OFFICER

DATE!

SUBSCRIBED and SWORN to before me

THIS /4/DAY of Moregarles, 2016.

NOTARY PUBLIC

OFFICIAL SEAL
DCNNA M EVANS
MY COMMISSION EXPIRES:06/13/18

2:16-cv-02273-CSB-EIL #82-8 Page 3 of 3

Exhibit S

Brown, Laveppia J.

From:

Elliott, Jay < Jay Elliott@Kencogroup.com >

 Sent:
 Monday, October 12, 2015 9:28 AM

 To:
 Snown, Laveopla i

To: Srown, Laveppla J.
Subject: SE Henry & Kence

RF: Henry v. Kenca Lagistics 2015CF249?

Attachments: 4913_001.pdf 4914_001.pdf

My calendar now has a conflict on 11/19, so I would need to do 11/10. Current sence employee con Varves would be able to attend a fact-finding conference on 11/10. NOTE – she was not employed by Kenco until after Mr. Isenry was committed. So I am not sure what value her attendeds in person at the fact finding conference will provide. I will be the Kenco representative answering the charge, unrinding the specific allegations therein.

Fallowing up an previous 2 mail correspondence between you and me.

cloved Jabaiev can be reached through me. He is still employed by kenco as a manager, cast known frome addresses and phone numbers for the other fulls you referenced are below.

On a related note, I have attached the lateral fieldies of Dismissal for Lack of Substantial Evidence for Mr. (Jenry's last two charges. As you set use, the current Henry charge to which you are assigned is almost a duplicate of the same allegations in the previous two charges, so the Department has already considered almost all of the substance of the current charge, and rejected it. Maybe this will have an effect on the scripe of your current investigation.

The only new allegations in the current change are (1) kenco discriminated against Mr. stemy by operating the wrong paperwork to the Illinois Department of Employment Security in response to Mr. Henry's application for intemployment componistion benefits and (2) Kenco discriminated against Mr. Henry by failing to provide to him a copy of his personnel file. These responded to those allegations in sensition statement. Sind the happy in discuss there at the fact finding conference.

Mario Lope: 9161 Stepping Rock (hr Aplison, TN 37302 14231 385-4842

Tammi Lowler 7223 Sims Rd Harristo, 3N 37301 (423) 3-4-0624

Kelvin Weish 127 Callen Ave Evenston, IL 60/92 **No phone (einber porvided**

Mile Manzelle 275 Lake St South Wilmington, II, 60474 (815) 342-9484

Melissa Hamen

2:16-cv-02273-CSB-EIL #82-12 Page 2 of 3

From: Brown, Laveppla J. [mailto:Laveppia J. Brown@tllinois.gov]

Sent: Monday, January 11, 2016 10:14 AM
To: Elliott, Jay < Jay. Elliott@Kencogroup.com>

Subject: FW: Henry v. Kenco

Will she be able to come in on the 20th at 1p?

From: Brown, Laveppia J.

Sent: Monday, January 11, 2016 9:11 AM

To: 'Elliott, Jay'

Subject: RE: Henry v. Kenco

Hi,

No, the conference would not take place on today. Ms. Varvel will come in on the reschedule date.

From: Elliott, Jay [mailto:Jay,Elliott@Kencogroup.com]

Sent: Monday, January 11, 2016 9:09 AM

To: Brown, Laveppia J. Subject: RE: Henry v. Kenco

She and I could do 1/20 at 1:00 central. Are you continuing the fact finding conference today until then? Or are you talking about a separate interview of Ms. Varvel on that date (after the fact finding conference we would still do today)?

Jay Elliott

Vice President - Legal 2001 Riverside Drive - Chattanooga, TN 37406 Office: 423-643-3398 - Mobile: 423-227-9182



The information contained in this electronic communication and any accompanying document is confidential and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication, or any part of it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return email, and destroy this communication and all copies of it, including all attachments.

From: Brown, Laveppia J. [mailto:Laveppia J.Brown@Illinois.gov]

Sent: Monday, January 11, 2016 10:00 AM
To: Elliott, Jay < Jay. Elliott@Kencogroup.com>

Subject: RE: Henry v. Kenco

Good morning.

Will you please check to see if she is available for January 20, 2016 at 1:00 p.m. or January 21, 2016 @ 3:00 p.m. Thank you.

From: Elliott, Jay [mailto:Jay.Elliott@Kencogroup.com]

Sent: Monday, January 11, 2016 7:29 AM

To: Brown, Laveppia 3. Subject: FW: Henry v. Kenco 2:16-cv-02273-CSB-EIL # 82-12 Page 3 of 3

Lori Varvel had a work emergency to up, and so she will not be able to attend the fact finding conference today. But I will still attend by phone. As I explained previously, I'm not sure there's anything Lori would say that il can't say. Site did not begin her employment with Kenco until after Mr. Henry was terminated. Anyway, if you believe you will still need to talk to her after the fact-finding conference, then we can set up a call. Please let me know if you have any questions. Otherwise I will call in for the fact of finding conference today at 1:00 central. Thanks.

Jay Elliott

Vice President - Legal 2001 Riverside Drive - Chattanooga, TN 37406 Office: 423-643-3398 - Mobile: 423-227-9182



The Information contained in this electronic communication and any accompanying document is confidential and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication, or any part of it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return email, and destroy this communication and all copies of it, including all attachments.

From: Brown, Laveppia J. [mailto:Laveppia.J.Brown@Illinois.gov]

Sent: Wednesday, December 23, 2015 1:01 PM To: Elliott, Jay < Jay.Elliott@Kencogroup.com

Subject: RE: Henry v. Kenco

Good morning,

Please see the attached for your records. Thank you so much for your cooperation. The telephone number that you will need to call in to is 312-814-4628. Enjoy your holiday season.

From: Elliott, Jay [mailto:Jay.Elliott@Kencogroup.com]

Sent: Monday, December 21, 2015 11:21 AM

To: Brown, Laveppia J. Subject: RE: Henry v. Kenco

1/11 at 1:00 works for us. I would be participating by telephone but Lori Varvel can attend in person. 1/14 does NOT work for us.

Jay Elliott

Vice President - Legal 2001 Riverside Drive - Chattenooga, TN 37406 Office: 423-643-3398 - Mobile: 423-227-9182



The information contained in this electronic communication and any accompanying document is confidential and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication, or any part of it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return email, and destroy this communication and all copies of it, including all attachments.

From: Brown, Laveppia J. [mailto:Laveppia.J.Brown@tllinois.gov]

Sent: Monday, December 21, 2015 11:01 AM

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 91 of 99 PageID #:454

Rebekah Funk

From: Coffey, Robert

Sent: Wednesday, September 24, 2014 4:28 PM

To: Moore, Todd; Helveston, Andrew; Sheldon, Steven; Weisel, Gabi

Subject: RE: Manteno HR Manager

It's been identified as a root cause that leadership at the site is lacking and needs to be addressed immediately. The talent pool in that area is difficult to attract as has been validated by the hard time that we have been having recruiting with any open roles (management, hourly, etc...) the addition of the co-pack liaison has paid dividends as we have not heard of many stir ups from that side of the wall lately and I would like to believe that if we have these individuals identified by Kenco below that we can address the leadership and accountability at the site which it is severely lacking — I believe that any provider that would be introduced to this site would have to add similar roles to be successful.

Regards,

Robert Coffey

Mars Chocolate, North America Regional Distribution Manager - Midwest Chicago Plant 2019 North Oak Park Ave, Chicago, IL 60707



M: 773-892-7735

E: robert.coffey@effem.com

From: Moore, Todd

Sent: Wednesday, September 24, 2014 2:28 PM

To: Helveston, Andrew; Sheldon, Steven; Weisel, Gabi; Coffey, Robert

Subject: FW: Manteno HR Manager

They are asking for approval to add to the overhead costs. As a reminder, I previously agreed to the manager to work with co-pack and the floor outside current year budget. HR is a shared resource at ABW and Exel. Romark has a dedicated HR Manager for both Waco and Hazelton. I agree an HR Manager on site is desperately needed, and am not real excited to incur this incremental cost given current cost to Mars Kenco is already having with inefficiencies.

Thoughts?

From: Jabaley, David [mailto:David.Jabaley@Kencogroup.com]

Sent: Wednesday, September 24, 2014 3:20 PM

To: Moore, Todd Subject: HR Manager

Todd, below is the Manteno salary survey. Let me know if Mars is okay with moving on this.



Exhibit 58

Case: 1:19-cv-02500 Document #: 1-1 Filed: 04/12/19 Page 92 of 99 PageID #:455

	Minimum		Midpoint		Maximum	
Supervisor	\$	42,350	\$	52,938	\$	63, 526
Office Manager	\$	37,813	\$	47, 266	\$	56,719
Operations Manager	\$	53,124	\$	66, 405	\$	79,686
Accounting Manager	\$	51,859	\$	64,824	\$	77, 789
HR Manager	\$	57,892	\$	69,470	\$	81,048

David Jabaley

Director, Operations

2001 Riverside Drive • Chattanooga, TN 37406 Office: 423-643-3336 • Mobile: 423-593-6045



The information contained in this electronic communication and any accompanying document is confidential and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication, or any part of it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return email, and destroy this comm

CONFIDENTIAL

KENCO



PIP - 30 Day Review

Personnel and Culture - Staffing

Measurement - Goals

- » 80% of hourly associates full time and trained in all task in 60 Days
- » All required Leadership roles filled and trained on Kenco processes in 30 days

Status

- » Current Perm/Temp Ratio = 74% (86 Kenco and 22 Temps for week of 10/27) which will vary relative to volume with the goal of averaging 80% per year.
- » Completed hourly MHE certification
- » Hourly training by value stream targeted for completion in November
- » Leadership recruiting and training
- HR Leadership position hired to start on Nov 11 and on target for training completion in November, funded by Kenco.
- We have solid candidates for the following 3 open positions, but are holding back on offers pending discussion on 2014 cost over runs.
- Ops Manager
- 2nd shift week end supervisor
- Red Prairie Power User / Business Analyst

DEF002027

THE IDENT A

17

PIP - 30 Day Review

Personnel and Culture - Finance and Inventory Control

Measurement - Goal

» Current resources either removed from roles or retrained by both Kenco and Mars in 30 days

Status

- » Site Finance Leader, is on FMLA related to job stress and role is currently being filled by Kenco corporate finance. Note that P11 EOM financial files were transmitted as planned.
- Training complete with Kenco corporate finance on site accounting processes and period model.
- Training complete on new inventory control SOP which includes adjustment limits and escalation process. ~

DEF002028

KENCO



David PIP - 60 Day Review

Recent Accomplishments

- » RP Interleaving implemented with some initial success. Configuration issues have been addressed and another trial on 12/4 to assess improvement potential.
- Productivity reports posted for every shift and used for coaching.
- Established a Training Leader (Jackie Nelson) and conducted 400+ hours of initial/cross training.
- Fully implemented New Hire Cross Training Plan (All MHE types included).
- » Implemented Temp Provider performance tracking and accountability measures; HR Manager is reviewing daily.
- Reset Kenco attendance performance tracking and accountability measures; We have issued 8 verbal warnings and 8 OFI 3 suspensions. ^
- Stablished 2015 Temp vs Perm targets.
- » Hired Lori Varvel as new HR Mgr and promoted Melissa Hansen to Ops Mgr.
- » Load Planner (Julie Wade) is cross training on Power User responsibilities and Co-pack support.
- Open supervisor position was filled internally by Tony Willis.

INFIDENTIAL

PIP - 60 Day Review

Personnel and Culture - Staffing

Measurement - Goals

- » All required Leadership roles filled and trained on Kenco processes in 30 days
- » 80% of hourly associates full time and trained in all task in 60 Days

Status

» Current Site Leadership Team and Recent Changes (No vacancies at this time)



MARQUEZ

KOS

PONFIDENTIA

Kimberly Overbaugh

From: Hise, Paula < Paula. Hise@Kencogroup.com>

Sent: Thursday, May 29, 2014 1:05 PM
To: Sheldon, Steven; Craig, Judy
Cc: Coffey, Robert; Moore, Todd

Subject: Re: June 3rd Visit to Manteno

Got it, thanks Steve!

Paula Hise

Group VP, Health & Personal Care 2001 Riverside Drive • Chattanooga, TN 37406 Office: 423-643-3248 • Mobile: 423-290-3749



VOTE
KENCO
A TOP 3PL
We can't do It without you.

The information contained in this electronic communication and any accompanying document is confidential and is intended only for the use of the addressee. Unauthorized use disclosure or copying of this communication, or any part of it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender infinediately by return email, and destroy this communication and all copies of it, including all attachments.

From: Steve Sheldon <steven.y.sheldon@effem.com>

Date: Thu, 29 May 2014 11:17:35 -0400

To: Paula Hise < Paula. Hise@kencogroup.com >, Judy Craig < Judy. Craig@Kencogroup.com > Cc: Robert Coffey < robert.coffey@effem.com >, Todd Moore < robert.coffey.com >

Subject: RE: June 3rd Visit to Manteno

Hi Paula,

Hope you're well.

Unfortunately, we are not available for dinner, but thank you for the invite.

I think we should plan for a 4p or 430p start, and we'll meet for 1-1.5 hours.

Regarding the agenda, in no particular order:

- Kenco overview and strategic goals
- Kenco Operating System
 - o Overview
 - Lean principles and practices
 - Successes to date
- Discussion of site security
- Brief, brief warehouse tour

Exhibit 59

Regards,

Steven Sheldon
Sr. Commercial Manager - Warehousing
Commercial @ Mars Transversal Team
T:+01 908 850 2180| M:+01 908 798 1000
E:steven.v.sheldon@effem.com



CONFIDENTIALITY. This email and any attachments are confidential and may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email and any attachments from your system.



Please consider the environment before printing this email

From: Hise, Paula [mailto:Paula.Hise@Kencogroup.com]

Sent: Tuesday, May 27, 2014 6:48 PM To: Sheldon, Steven; Craig, Judy Cc: Coffey, Robert; Moore, Todd

Subject: Re: June 3rd Visit to Manteno

Hi Steve,

Hope you enjoyed the long holiday weekend. Judy was going to start pulling together a slide deck for a Kenco overview, but before we go too far, we wanted to check in with you to see what kind of agenda you had in mind for Maggie's visit? Also, are you, Maggie and the team available for dinner on the evening of June 3rd? Judy and I will be available Tuesday evening if you are free.

Thanks,

Paula Hise

Group VP, Health & Personal Care 2001 Riverside Drive • Chattanooga, TN 37406 Office: 423-643-3248 • Mobile: 423-290-3749



VOTE KENCO A TOP 3PL We can't do it without you.

The information contained in this electronic communication and any accompanying document is confidential and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication, or any part of it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return email, and destroy this communication and all copies of it, including all attachments.

From: Steve Sheldon < steven.y.sheldon@effem.com>

Date: Fri, 16 May 2014 10:34:29 -0400

To: Judy Craig < <u>Judy.Craig@Kencogroup.com</u>>, Paula Hise < <u>Paula.Hise@kencogroup.com</u>> Cc: Robert Coffey < <u>robert.coffey@effem.com</u>>, Todd Moore < <u>todd.moore@effem.com</u>>

Subject: June 3rd Visit to Manteno

Hi Judy/Paula,

Hope you're all well.

I'd like to visit the Manteno warehouse on June 3rd.

My manager, Maggie Robinson - Commercial VP of Global Logistics Buying, who is based in the UK will be with me.

She's only been to two of our North American warehouses previously, although Manteno is one, and typically doesn't meet with suppliers.

Please let me know if you can accommodate a visit during the afternoon of June 3rd.

Provided you can accommodate the visit, we'll collaborate on an agenda.

Regards,

Steven Sheldon Sr. Commercial Manager - Warehousing Commercial @ Mars Transversal Team T:+01 908 850 2180| M:+01 908 798 1000 E:steven.y.sheldon@effem.com



CONFIDENTIALITY. This email and any attachments are confidential and may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email and any attachments from your system.



Please consider the environment before printing this email